

**CITY OF SILVERTON**  
**ORDINANCE**  
**22-04**

**AN ORDINANCE OF THE SILVERTON CITY COUNCIL ANNEXING A 1.7 ACRES PARCEL LOCATED AT 13722 EDISON HEIGHTS LANE NE INTO THE CITY LIMITS OF THE CITY OF SILVERTON, OREGON AND ZONING THE PROPERTY AR, ACREAGE RESIDENTIAL. MARION COUNTY ASSESSOR'S MAP 071W11B TAX LOT 00600.**

**WHEREAS**, the City of Silverton has been petitioned to annex 13722 Edison Heights Lane NE into the City Limits of the City of Silverton, Oregon and zone the property AR, Acreage Residential. Marion County Assessor's Map 071W11B Tax Lot 00600.

**WHEREAS**, the area proposed for annexation is described as a tract of land situated in Section 1, T7S, R1W, W.M. Marion County Oregon and more particularly described as follows:

Parcel 1 of Marion County Partition Plat No. 2001-113; a replat of Parcel 1 of Partition Plat No. 98-74 in the NW ¼ of Section 11, T 7 S, R 1 W, W.M. Marion County, Oregon.

**NOW, THEREFORE THE CITY OF SILVERTON ORDAINS AS FOLLOWS:**

**Section 1:**     **Legislative Annexation.** In accordance with ORS 222.120:

(1)     The Silverton Municipal Code Section 18.04.10 provides a process whereby the City Council can authorize an exception to the electorate annexation process when the City Council determines that an identified health hazard exists, the request is less than 2 acres in size, and has limited potential. This annexation proposal complies with said conditions and the Council is hereby authorizing the election exception and is not referring the annexation request to the electorate. The Council hereby sets the final boundaries of the area to be annexed by a legal description and proclaims the annexation. A public hearing before the Council was held on August 1, 2022, at which time the electors of the city had an opportunity to appear and be heard on the question of annexation.

(2)     The area described above and as shown on Exhibit "B" is hereby annexed to the City of Silverton, effective August 31, 2022.

**Section 2:**     **Consent to Annexation.** In accordance with ORS 222.125 the Council finds there is no need to hold an election in the city or in any contiguous territory proposed to be annexed as all of the owners of land in that territory, and not less than 50 percent of the electors, if any, residing in the territory, have consented in writing to the annexation of the land in the territory and statement of their consent is filed with the Council.

**Section 3:**     **Timing of Consents.** The Council finds that only statements of consent to annexation which are filed within any one-year period prior to the hearing have been submitted and describes the 1.7 acres of real property, all located in Marion County, Oregon that shall be annexed to the City of Silverton upon recording with the Secretary of State.

**Section 4:**     **Notice to Utilities.** In accordance with ORS 222.005 the City Recorder shall, no later than 10 working days after passage of this ordinance approving the proposed

annexation, provide by certified mail to all public utilities, electric cooperatives and telecommunications utilities operating within the city, each site address to be annexed as recorded on county assessment and tax rolls, a legal description and map of the proposed boundary change and a copy of the City Council's resolution or ordinance approving the proposed annexation.

Section 5: **Notice to County.** In accordance with ORS 222.010, the City Recorder shall report to the Marion County Clerk and County Assessor all changes in the boundaries or limits of the city. The report shall contain a detailed legal description of the new boundaries established by the city. The report shall be filed by the city within 10 days from the effective date of the change of any boundary lines.

Section 6: **Assessor Valuation.** In accordance with ORS 222.030 the City Recorder shall request that the Assessor shall furnish within 20 days, a statement showing for the current fiscal year the assessed valuation of the taxable property in the territory to be annexed.

Section 7: **Notice to Secretary of State.** In accordance with ORS 222.177 the City Recorder shall transmit to the Secretary of State:

- (1) A copy of this ordinance proclaiming the annexation.
- (2) An abstract of the vote within the city, if votes were cast in the city, and an abstract of the vote within the annexed territory, if votes were cast in the territory. The abstract of the vote for each election shall show the whole number of electors voting on the annexation, the number of votes cast for annexation and the number of votes cast against annexation.
- (3) If electors or landowners in the territory annexed consented to the annexation under ORS 222.125 or 222.170, a copy of the statement of consent.
- (4) A copy of the ordinance issued under ORS 222.120 (4).
- (5) An abstract of the vote upon the referendum, if a referendum petition was filed, with respect to the ordinance adopted under ORS 222.120.

Section 8: **Exhibits.** The City Council adopts the Findings of Fact, attached hereto as Exhibit 'A', and a map of the area being annexed as Exhibit 'B', and the Annexation Agreement attached as Exhibit 'C', which shall be incorporated by reference herein.

Section 9: **Zone Designation.** Upon annexation the property shall have a City of Silverton zoning designation of **AR (Acreage Residential)**.

Section 10: **Effective Date.** In accordance with ORS 222.180 the effective date of annexation shall be August 31, 2022.

Ordinance adopted by the City Council of the City of Silverton, this 12<sup>th</sup> day of September, 2022.



Mayor, City of Silverton  
Kyle Palmer

ATTEST:



City Manager/Recorder, City of Silverton  
Ron Chandler

**EXHIBIT 'A'**  
**AN-22-01**

**The City Council of the City of Silverton adopts the following findings:**

1. The applicant submitted an application on June 1, 2022 requesting annexation of 13722 Edison Heights Lane NE, a 1.7 acre parcel of land that is outside the City Limits and Urban Growth Boundary. The annexation request is to allow the dwelling to connect to city water due to a failed well.
2. The site is currently developed with a single family home.
3. Notice was mailed to all property owners within 700 feet of the site on June 22, 2022. The notice was published in the Silverton Appeal on June 29, 2022. The site posted on July 1, 2022.
4. The Planning Commission reviewed the application at their July 12, 2022 meeting and recommended the Council approve the request.
5. The application was reviewed by the City Council on August 1, 2022.
6. Unless mandated by state law, annexation, delayed annexations, and/or extension of city services may only be approved by a majority vote among the electorate. On March 15, 2016, the State enacted SB 1573 that states that the legislative body of a city shall annex a territory petitioning annexation without submitting the proposal to the electors of the city if the territory is within the Urban Growth Boundary (UGB), the territory upon annexation will be subject to the acknowledged comprehensive plan, the territory is contiguous to the city limits and the proposal conforms to all other requirements of the city's ordinances. The territory is not within the UGB, but is contiguous to the city limits and would be subject to the Comprehensive Plan upon annexation. It does not appear that SB 1573 applies to the subject property.
7. Annexations may be approved by a majority vote among the electorate. The City Council may authorize an exception to any of the requirements of this chapter. An exception shall require a statement of findings that indicates the basis for the exception. Exceptions may be granted for reasons including, but not limited to: identified health hazards, parcels of land that are less than two (2) acres in size, land that is being annexed for a public purpose, a parcel with limited potential, and for all other matters which the City Council determines that the public interest would not be served by undertaking the entire annexation process.

Staff and the Planning Commission recommend that Council adopt a statement of findings exempting this annexation from being required to be approved by a majority vote among the electorate. This would make the City Council the decision body for the annexation.

8. The applicant is requesting annexation in order to connect to City Water service due to the failed well on the site. This constitutes a health hazard. In 2003, 240 acres of land in the nearby area were annexed into the City and a water supply system built due to the failing

ground water supply. The property is 1.7 acres in size, which is under the 2 acre exception size.

The property also falls under the 'parcel with limited potential' exception as no properties within the AR zone are allowed to be partitioned until the Urban Growth Boundary is extended to the area. The property currently has one dwelling on the site and will be limited to that one dwelling after annexation.

9. The parcel to be annexed is not located within the UGB and is not located in the Area of Special Mutual Concern. This annexation request is for the dwelling on the property to acquire City Water service. The zoning of the site is, and will remain Acreage Residential. A key issue when providing city water outside the UGB is that the public water service can't be used as rationale for increasing use of a site beyond its current rural use. The AR zone prohibits increasing the use of a site beyond its current rural use.
10. The lot was created in 2001 via Marion County Partition File No. 00-20 and is a lawfully established lot of record.
11. The proposal to annex the property into the city limits complies with Comprehensive Plan Urbanization Policy #7 which states "Orderly growth within the residentially designated land between the city limits and the Urban Growth Boundary will be encouraged by discouraging subdivisions and partitions that would create redevelopment at urban density economically unfeasible at a later date." This property will remain outside the UGB and will be designated AR and will be governed by the City of Silverton's AR zone district. As indicated previously, the AR zone will prohibited any partitions or subdivision until such time as there is a need which cannot be satisfied elsewhere and the sanitary sewer line is extended to serve the area. This will avoid any development which would be inconsistent with this policy. The area proposed for annexation will be governed by the city regulations. The annexation is also consistent with Policy #21 which contains the annexation review criteria. With the property being annexed into the city limits before obtaining water service from the City of Silverton, the proposed annexation will be consistent with Policy #25 which prohibits the extension of services outside the city limits.
12. The Goal of the Air, Water and Land Resources Quality seeks to "Maintain and improve the quality of the area's air, water, and land resources." The area proposed for annexation is already developed with an existing single family home, so it is not expected that there will be any degradation to the quality of air, water, or land resources since there will be no development associated with this annexation. As such, this annexation and subsequent connection to the City's water system will comply with the goals and policies within the Air, Water and Land Resources Quality and will not lead to the degradation of the natural resources.
13. The requested annexation will be consistent with the goals and policies of the Economy element of the Comprehensive Plan. This element largely speaks to encouraging the diversification of the local economy and the proposed annexation of a single family home will not have an impact upon this element.
14. A Goal of the Transportation Element is to "Provide a safe, convenient, aesthetic and economical transportation system." The proposed annexation of this area will not have an

adverse impact upon the existing transportation system already in place. The fact the area is already developed with an existing single family home and that until the sanitary sewer line is extended to this area, there will be no development of land outside the UGB, testifies that there will be no adverse impact on the city's street system resulting from this annexation. In addition, the streets which serve the homes within the area to be annexed are all within Marion County's jurisdiction and are proposed to remain so after the annexation.

15. The proposal complies with the Goal of the Housing element to "Meet the projected housing needs of citizens in the Silverton area." The annexation of existing single family home and the formation of a Local Improvement District that allowed for the extension of water lines to serve the area, will ensure that the home is provided with a viable source of potable water, therefore allowing for the continued use of the dwelling and ensuring that there is adequate housing types to meet the needs of the Silverton residents.
16. With the public hearing held before the Planning Commission and City Council the requested annexation will satisfy the goal and policies of the Citizen Involvement element of the Comprehensive Plan. The purpose of the public hearing is to solicit and involve the public in the decision making process. The public hearing was published, posted, and notices were mailed in accordance with all requirements.
17. The Goal of the Public Facilities and Services Elements of the Comprehensive Plan is to "Provide orderly and efficient public facilities and services to adequately meet the needs of Silverton residents." The water system was constructed in 2003 to serve the area due to failing groundwater supply. The water system is already constructed and is available via easement to the site.
18. The property is requesting annexation in order to obtain City Water Service. The water system is already in place and is available to the site with the City Engineer indicating the City has sufficient water to provide to the dwelling. The applicant will have to pay the Equivalent Assessment that is a lien on the property in order to obtain City Water. The Assessment is the property's share of the cost of the construction of the water system. The applicant will have to pay Water System Development Charges as connecting to the water system increases the usage of a capital improvement.

The Oregon Water Resources Commission issued an Order of Withdrawal for the Victor Point Area. The Final Order of Withdrawal of the aquifers in the Woodland, Edison, Victor Point area prohibits the development of any new groundwater uses after September 24, 2001 from Columbia River Basalt Group aquifers. This effectively includes a ban on uses from new domestic (exempt) wells. The intent of the withdrawal was to stabilize groundwater levels to ensure adequate supplies and adequate water quality for existing groundwater users. This is the only area in Oregon where the Water Resources Department has instituted control of exempt uses, including domestic uses.

19. The area is contiguous to the City along the properties northern boundary. Considering the area is contiguous to the city limits and the parcel is being annexed to obtain city water services and city water service fronts the site, the annexation represents a logical direction for city expansion.

20. The area considered for annexation is outside the Urban Growth Boundary. A health hazard exists due to a failed ground water supply.
21. ORS 222 provides for a means of annexation by election or by action of the governing body. The City has opted, through its development ordinances, to submit proposals for annexation to the electors of the city for their approval or rejection. SB 1573 precludes that option for properties that are within the UGB. The subject property is not within the UGB. The City finds that it has met the criteria of ORS 222.120 as a complete annexation application has been filed with the City within the required timeframe. The annexation will only be submitted to the electorate if the Planning Commission and City Council find the application to have a positive balance of the review criteria. The City Council can make certain exceptions to the voter approved annexation requirement if the City Council adopts a statement of findings that demonstrates a basis for an exception under SDC 4.10.130 C.

Given the property is being annexed due to an identified health hazard, is under 2 acres in size and has limited potential the property is exempt from requiring a majority vote among the electorate.

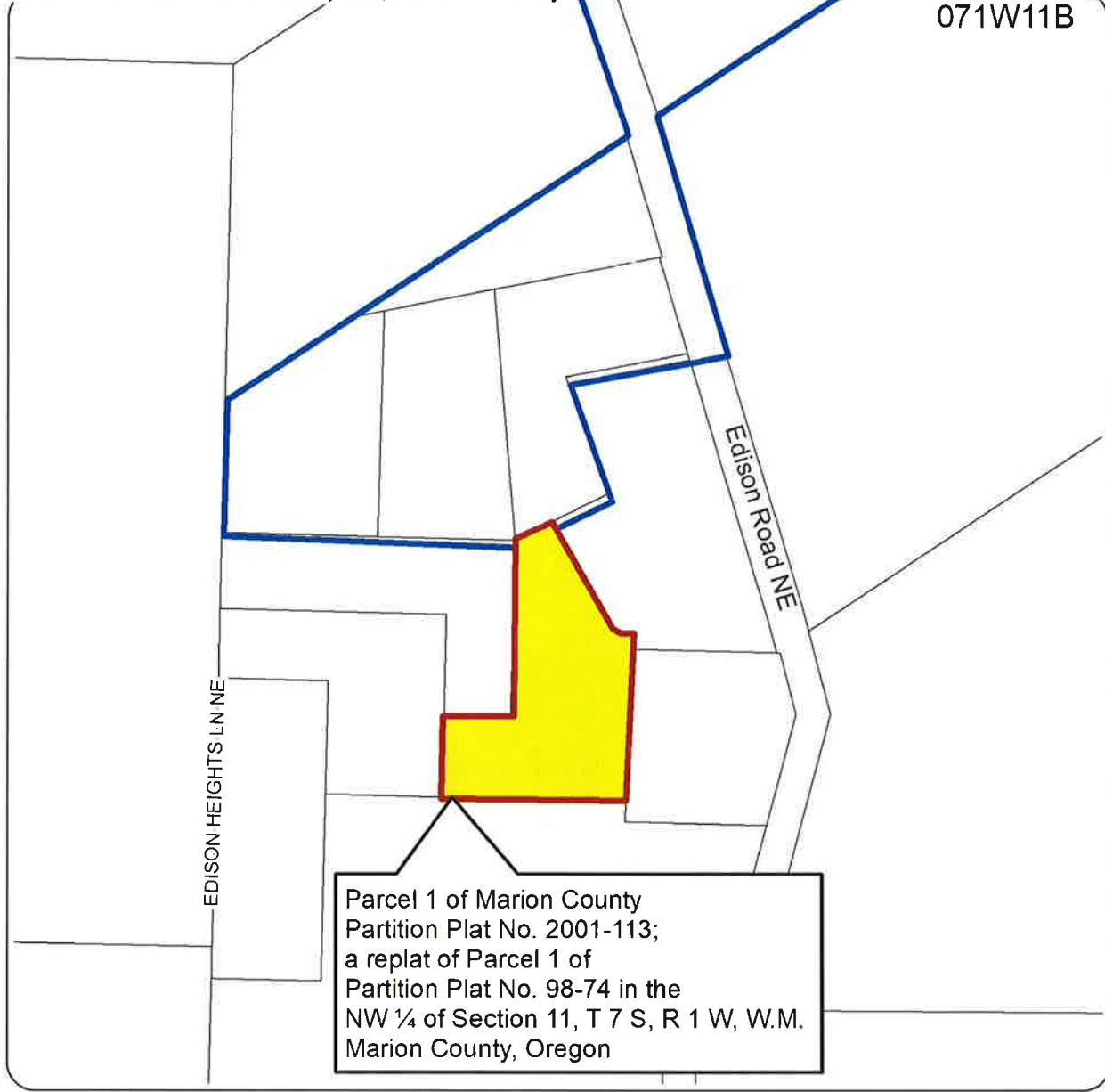
This application has been found to be in compliance with the applicable sections of ORS Chapter 222 and will follow all applicable state and local procedures

22. There are areas within the annexation boundary that are identified as steep slopes. The property is already developed with a single family residence. No additional development is permitted in the AR zone. The dwelling was constructed in accordance with the Oregon Residential Specialty Code and under the supervision of a geotechnical engineer. The footings were designed, installed, and inspected to ensure stability given the slopes. In addition, once annexed the property would be subject to the hillside overlay which prohibits development when slopes are in excess of 34%. The area is not located in a wetland. Natural hazards of the site have been addressed..
23. The applicant is requesting annexation in order to connect to City Water service due to the failed well on the site. This constitutes a health hazard. In 2003, 240 acres of land in the nearby area were annexed into the City and a water supply system built due to the failing ground water supply. If annexed the property cannot further develop. The property falls under the exemption from the criteria due to a current of probable public health hazard due to lack of city water.
24. The property is requesting annexation to connect to the water system due to a failing well, making the annexation timely.
25. That the details of the case are maintained in Case File No. AN-22-01 which is filed in the Planning Department in City Hall and is open for public inspection.

# Exhibit 'B'




NW-1/4 - SEC.-11-T7S R1W WM, Marion County

071W11B



## Annexation Map 13722 Edison Heights Lane NE



-  Silverton City Limits
-  Property Lines
-  Subject Property



## Exhibit 'C'

### ANNEXATION AGREEMENT

- I. PURPOSE.** The purpose of this Annexation Agreement (“Agreement”) is to outline specific terms and conditions of the annexation of the subject property (“Property”) being considered for Annexation.
- II. EFFECTIVE DATE:** Upon annexation approval of the Silverton City Council
- III. PARTIES.** Allen & Sheila Skomial, 13722 Edison Heights Lane NE, Silverton, OR 97381 (“Owners”)  
CITY OF SILVERTON, OREGON, a municipal corporation (“City”)

**IV. RECITALS:**

**WHEREAS,** Owners own certain real property outside of and adjacent to City located 13722 Edison Heights Lane NE (the “Property”), which Owners wish to be annexed to the City.

**WHEREAS,** prior to approving the proposal the Owner offered to enter into an Agreement which will waive many of Owners’ and/or Developer’s rights and remedies with regards to payment of System Development Charges (SDC’s);

**WHEREAS,** the Parties do not intend that this Agreement be a land use document or comply with the requirements of a Development Agreement as set forth in ORS 94.504 to 94.528.

**WHEREAS,** nothing in this Agreement limits the use of the Property for any lawful purposes, so long as any required City approval has been obtained.

**V. AGREEMENT. NOW, THEREFORE** in consideration of the above Recitals and the mutual promises contained herein, the Parties agree as follows:

- 1. Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement as if set forth herein in full.
- 2. Location.** The subject property is adjacent to the City Limits of the City of Silverton located at 13722 Edison Heights Lane NE.
- 3. Term.** The term of this Agreement shall commence on the date upon which it is approved by the Silverton City Council and shall continue until the property is connected to City Water Service or until superseded or terminated by the mutual agreement of the parties. The parties may enter into individual agreements, including but not limited to, Development Agreements, at any future date, which agreements will supercede this Agreement as applied to the Property as a whole or to portions of the Property or individual phases of development, as specified in said future agreements.
- 4. Definitions.** For purposes of this Agreement, specific terms shall be defined as follows:
  - a.. *“Public Facilities”*. Physical infrastructure necessary or beneficial to the development of real property in the City of Silverton. Such facilities include, but are not limited to, streets, curbs, gutters, bridges, culverts, intersections, traffic signals, signage, ditches, piping, valves, pump stations, landscaping, trails, bicycle paths, parks, sanitary sewer, storm sewer, and/or water

facilities.

- b. *“Development”*. The meaning prescribed for said term in the Silverton Municipal Code.
- c. *“Owner or Developer”*. Any person or legal entity having the right or responsibility to control the development of the Property. This term includes, without limitation, all owners of property proposed for development.
- d. *“Property”*. 13722 Edison Heights Lane NE, Silverton Oregon, the property described in Exhibit ‘B’ of City Council Ordinance 22-04

**5. Developer Agrees/Waiver of Rights and Indemnification.** Owner and/or Developer agree to pay the Transportation Improvement and Reimbursement System Development Charge, the Parks and Recreation Improvement and Reimbursement System Development Charge, the Stormwater Improvement and Reimbursement System Development Charge and the Water Improvement and Reimbursement System Development Charge and the Water Equivalent Assessment prior to the connection of 13722 Edison Heights Lane NE to the City’s water system.

- 5.1 The zoning of the property at the time of Annexation will be AR (Acreage Residential).
- 5.2 The Owner and/or Developer agrees to indemnify and hold harmless the City of Silverton, its agents, officers, and employees, from any of the following claims including, but not limited to, the attorney’s fees and other expenses incurred by the City resisting the following claims:
  - 5.2.1 Any claim challenging the enforceability or binding nature of this Agreement, or any portion thereof;
  - 5.2.2 Any judicial or administrative proceeding, which is brought by Owner and/or Developer challenging the correctness or any action taken by the City which is authorized under the terms of this Agreement;
  - 5.2.3 Any other proceeding of any kind or nature wherein Owner and/or Developer or its successors or assigns seeks damages or injunctive relief as a result of any City decision to deny, condition, or limit development activities.

**6. CITY AGREES.** The City, in consideration for the promises made by Owner and/or Developer agrees as follows:

- 6.1 There are currently sufficient Public Facilities, including City Water, available to annex the property into the City of Silverton upon approval. This does not imply that available Public Facilities are sufficient for any particular development.

**7. Contingency.** This Agreement is expressly contingent on approval by the Silverton City Council of the annexation proposal and this Annexation Agreement.

**8. Miscellaneous.**

- 8.1 ***Binding Effect.*** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns and upon approval of the City of Silverton, the terms of this Agreement shall be recorded in a form approved by the City so as to provide a record of this Agreement to run with the land described in the attached Exhibit ‘B’ of Silverton City Council Ordinance 22-04.
- 8.2 ***No Third-Party Beneficiaries.*** Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right,



**City of Silverton**

\_\_\_\_\_  
Ron Chandler, City Manager

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared the within-named Ron Chandler known to me to be the person whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposed therein expressed. In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Before me: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public for State of Oregon

## ANNEXATION AGREEMENT

**I. PURPOSE.** The purpose of this Annexation Agreement (“Agreement”) is to outline specific terms and conditions of the annexation of the subject property (“Property”) being considered for Annexation.

**II. EFFECTIVE DATE:** Upon annexation approval of the Silverton City Council

**III. PARTIES.** Allen & Sheila Skomial, 13722 Edison Heights Lane NE, Silverton, OR 97381  
 (“Owners”)

CITY OF SILVERTON, OREGON, a municipal corporation (“City”)

### IV. RECITALS:

**WHEREAS,** Owners own certain real property outside of and adjacent to City located 13722 Edison Heights Lane NE (the “Property”), which Owners wish to be annexed to the City.

**WHEREAS,** prior to approving the proposal the Owner offered to enter into an Agreement which will waive many of Owners’ and/or Developer’s rights and remedies with regards to payment of System Development Charges (SDC’s);

**WHEREAS,** the Parties do not intend that this Agreement be a land use document or comply with the requirements of a Development Agreement as set forth in ORS 94.504 to 94.528.

**WHEREAS,** nothing in this Agreement limits the use of the Property for any lawful purposes, so long as any required City approval has been obtained.

**V. AGREEMENT. NOW, THEREFORE** in consideration of the above Recitals and the mutual promises contained herein, the Parties agree as follows:

**1. Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement as if set forth herein in full.

**2. Location.** The subject property is adjacent to the City Limits of the City of Silverton located at 13722 Edison Heights Lane NE.

**3. Term.** The term of this Agreement shall commence on the date upon which it is approved by the Silverton City Council and shall continue until the property is connected to City Water Service or until superceded or terminated by the mutual agreement of the parties. The parties may enter into individual agreements, including but not limited to, Development Agreements, at any future date, which agreements will supercede this Agreement as applied to the Property as a whole or to portions of the Property or individual phases of development, as specified in said future agreements.

**4. Definitions.** For purposes of this Agreement, specific terms shall be defined as follows:

a.. *“Public Facilities”*. Physical infrastructure necessary or beneficial to the development of real property in the City of Silverton. Such facilities include, but are not limited to, streets, curbs, gutters, bridges, culverts, intersections, traffic signals, signage, ditches, piping, valves, pump stations, landscaping, trails, bicycle paths, parks, sanitary sewer, storm sewer, and/or water facilities.

b. *“Development”*. The meaning prescribed for said term in the Silverton Municipal Code.

c. *“Owner or Developer”*. Any person or legal entity having the right or responsibility to control the development of the Property. This term includes, without limitation, all owners of property

proposed for development.

d. "Property". 13722 Edison Heights Lane NE, Silverton Oregon, the property described in Exhibit 'B' of City Council Ordinance 22-04

**5. Developer Agrees/Waiver of Rights and Indemnification.** Owner and/or Developer agree to pay the Transportation Improvement and Reimbursement System Development Charge, the Parks and Recreation Improvement and Reimbursement System Development Charge, the Stormwater Improvement and Reimbursement System Development Charge and the Water Improvement and Reimbursement System Development Charge and the Water Equivalent Assessment prior to the connection of 13722 Edison Heights Lane NE to the City's water system.

5.1 The zoning of the property at the time of Annexation will be AR (Acreage Residential).

5.2 The Owner and/or Developer agrees to indemnify and hold harmless the City of Silverton, its agents, officers, and employees, from any of the following claims including, but not limited to, the attorney's fees and other expenses incurred by the City resisting the following claims:

5.2.1 Any claim challenging the enforceability or binding nature of this Agreement, or any portion thereof;

5.2.2 Any judicial or administrative proceeding, which is brought by Owner and/or Developer challenging the correctness or any action taken by the City which is authorized under the terms of this Agreement;

5.2.3 Any other proceeding of any kind or nature wherein Owner and/or Developer or its successors or assigns seeks damages or injunctive relief as a result of any City decision to deny, condition, or limit development activities.

**6. CITY AGREES.** The City, in consideration for the promises made by Owner and/or Developer agrees as follows:

6.1 There are currently sufficient Public Facilities, including City Water, available to annex the property into the City of Silverton upon approval. This does not imply that available Public Facilities are sufficient for any particular development.

**7. Contingency.** This Agreement is expressly contingent on approval by the Silverton City Council of the annexation proposal and this Annexation Agreement.

**8. Miscellaneous.**

8.1 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns and upon approval of the City of Silverton, the terms of this Agreement shall be recorded in a form approved by the City so as to provide a record of this Agreement to run with the land described in the attached Exhibit 'B' of Silverton City Council Ordinance 22-04.

8.2 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

8.3 **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonable request, in order to carry out the intent and accomplish the purposes of this Agreement.

8.4 **Governing Law.** This Agreement will be governed by and construed in accordance with the

laws of the State of Oregon, without regard to conflict-of-laws principles.

8.5 **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

8.6 **Severability.** Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision thereof; each of which shall remain in full force and effect.

8.7 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreement, whether written or oral, among the Parties with respect to such subject matter.

8.8 **Execution of Document.** This document may be executed first by an authorized representative of the City of Silverton. This agreement shall not be binding on any party until and unless it is executed by all of the named parties hereto.

IN WITNESS WHEREOF, the Parties, hereby execute this Agreement.

Allen Skomial  
Allen Skomial  
13722 Edison Heights Lane NE, Silverton, OR 97381

7-30-22  
Date

Sheila Skomial  
Sheila Skomial  
13722 Edison Heights Lane NE, Silverton, OR 97381

8-30-22  
Date

STATE OF OREGON)  
) SS.  
COUNTY OF MARION)



On this 30th day of August, 2022, personally appeared the within-named: Allen & Sheila Skomial, known to me to be the persons whose signatures are above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposed therein expressed. In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Before me: Kimberly D. Mengucci My Commission Expires: 12/20/25  
Notary Public for State of Oregon

City of Silverton

Ronald Chandler  
Ron Chandler, City Manager

10/3/2022  
Date

On this 3rd day of October, 2022, personally appeared the within-named Ron Chandler known to me to be the person whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposed therein expressed. In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Before me: [Signature] My Commission Expires: 11.28.2025

Notary Public for State of Oregon

