

## RESOLUTION NO. 2025 – 12

A Resolution authorizing the City Manager to sign an Annexation Agreement with Jose Garcia, property owner, for the future annexation of those portions of Parcel 1 and Parcel 2 that are currently in McMinnville's urban growth boundary and not the city limits, as created by the minor partition of Tax Lot R4524-904 (Docket #: MP 3-22).

### RECITALS:

**WHEREAS**, on December 8, 2020, the McMinnville City Council adopted Ordinance No. 5098 adopting the *McMinnville Growth Management and Urbanization Plan*; and

**WHEREAS**, on July 21, 2021, city staff hosted a work session with the McMinnville City Council to review draft amendments to the McMinnville City Code to bring the City's governing codes in compliance with state laws and the *McMinnville Growth Management and Urbanization Plan* relative to annexations; and

**WHEREAS**, on September 16, 2021, the Planning Commission held a duly noticed public hearing to consider the proposed amendments and the Planning Commission recommended approval of the proposed amendments; and

**WHEREAS**, on October 26, 2021, the City Council, being fully informed about said request, found that the requested amendments conformed to the applicable Comprehensive Plan goals and policies, as well as the McMinnville Municipal Code based on the material submitted by the Planning Department and the findings of fact and conclusionary findings for approval, adopting Ordinance No. 5106; and

**WHEREAS**, on October 12, 2022, Jose Garcia applied for a minor partition of his property (Tax Lot R4524-904) into three parcels, and the application was deemed complete on December 15, 2022; and

**WHEREAS**, a portion of Tax Lot R4524-904 is within the McMinnville urban growth boundary but not within the city limits; and

**WHEREAS**, portions of Parcels 1 and 2 created by the minor partition will remain within the McMinnville urban growth boundary and not within the city limits per Exhibit 1 of the attached Annexation Agreement; and

**WHEREAS**, Jose Garcia is the record owner of the property legally described on Exhibit 1 of the attached Annexation Agreement and incorporated herein (hereinafter referred to as the "Property"); and

**WHEREAS**, the City has a comprehensive plan policy that does not allow county islands within the city limits; and

**WHEREAS**, per the condition of Approval #10 of the land-use decision for Minor Partition application MP 3-22, the owner shall sign an annexation agreement that requires annexation of the property outside of the city limits and within the urban growth boundary

at such time as the adjoining property annexes to avoid an island or unincorporated property; and

**WHEREAS**, the City and Owner desire to enter into this Agreement to regulate the annexation, zoning, use and development of the Property; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MCMINNVILLE, OREGON as follows:**

1. That the City Council would like to enter into an agreement with Jose Garcia for the annexation of his property into the City of McMinnville (Parcels 1 and 2 created by the minor partition of Tax Lots R4524-904) per Docket # MP 3-22 when warranted.

2. That the City Manager is authorized to sign the attached Annexation Agreement (Exhibit A) on behalf of the City of McMinnville.

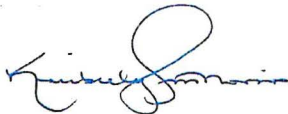
3. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held on the 22<sup>nd</sup> day of April, 2025, by the following votes:

Ayes: Cunningham, Tucholsky, Chenoweth, Payne, Geary, Peralta

Nays: \_\_\_\_\_

Approved this 22<sup>nd</sup> day of April, 2025.



\_\_\_\_\_  
MAYOR

Approved as to form:

  
CITY ATTORNEY

Attest:

Claudia Cisneros  
CITY RECORDER

**EXHIBITS:**

A. Annexation Agreement with Jose Garcia for Tax Lot R4524-904.

**After Recording Return To:**

**City of McMinnville  
220 NE Second Street  
McMinnville, OR 97128**

**ANNEXATION AGREEMENT**

This Annexation Agreement is made and entered into this 9 day of April, 25, by and between the City of McMinnville, Oregon, an Oregon municipal corporation (hereinafter "City") and Jose Garcia (hereinafter "Owner").

**W I T N E S S E T H**

**WHEREAS**, Owner is the record owner of the property legally described on Exhibit 1 attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

**WHEREAS**, the Property is within the City's urban growth boundary, but not within the City limits. It is contiguous to the currently existing City limits, and is part of a parcel which is partially within the city limits and partially within the county in the urban growth boundary; and

**WHEREAS**, Owner desires to subdivide the property to create three buildable lots within the city and retain the existing property that is in the urban growth boundary in the county; and

**WHEREAS**, per the condition of Approval #10 of the land-use decision for Minor Partition application MP 3-22, the owner shall sign an annexation agreement that requires annexation of the property outside of the city limits and within the urban growth boundary at such time as the adjoining property annexes to avoid an island or unincorporated property; and

**WHEREAS**, the City is willing to consider annexation of the Property on the terms and conditions, and subject to the provisions, of this Agreement; and

**WHEREAS**, the City will apply urban zoning upon the successful completion and approval of a land use application for a Zone Map Amendment; and

**WHEREAS**, the City and Owner desire to enter into this Agreement to regulate the annexation, zoning, use and development of the Property; and

**WHEREAS**, should a property owner who chooses not to execute the Annexation Agreement, refuses to grant a right-of-way and/or easement across his or her property in accordance with the City's Public Facilities Plans, the City may institute condemnation proceedings to effectuate such right-of-way and/or easement, or modify the Public Facilities Plans to bypass the property, in order to accommodate the orderly construction of the public infrastructure; and

**NOW, THEREFORE**, in consideration of the representations, promises and mutual covenants contained herein, the City and Owner agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated herein as is fully set forth in this Section.
2. **ANNEXATION**
  - a. Owner agrees to initiate an annexation application at such time that one of the adjoining property owners (Tax Lot R4524-00900 (Parcel 1, PT 96-39, Inst No. 200520610), Tax Lot R4524-00902 (Parcel 1, PT 94-27, Inst No. 201605602), or Tax Lot R4524-00903 (Parcel 2, PT 94-27, Inst No. 200807969)) annexes into the City of McMinnville to avoid an island of unincorporated territory.
  - b. City agrees that it will initiate an ordinance annexing the Property into the City once the following conditions are met:
    1. All required consents have been received by the City. (See McMinnville Municipal Code (MMC) 16.20.020 for a list of required consents.)
    2. The Owner has received a final unappealed land-use approval for city zoning on the property.
3. **COMPREHENSIVE PLAN/ZONING:** Prior to the development and annexation of the property, the Owner is required to complete a land-use application for a zoning map amendment for the property in compliance with the McMinnville Comprehensive Plan and McMinnville Zoning Ordinance. Upon successful annexation and a Zone Map Amendment adoption, the City will apply the Zoning designation identified in the land-use application to the property.
4. **DEVELOPMENT:** Owner agrees as follows:
  - a. Owner shall waive and shall not assert any claim against the City that may now exist or that may accrue through the date of annexation of the Property that it may claim due to its ownership of the Property. This includes any claim arising out of any land use regulation or under Measure 37 (ORS 197.352), Measure 49, and Measure 56 (ORS 227.186).
  - b. Owner agrees that any development of the property will comply with the City's Zoning Ordinance as it exists now or is later amended. In addition, the development of the Property shall comply with the applicable approved land-use decisions for the property and will incorporate and follow the City's Great Neighborhood Principles as found in the McMinnville Comprehensive Plan and McMinnville Zoning Ordinance as applicable. The Community Development Director or Hearings Body shall determine the applicability of the Great Neighborhood Principles to the subject property as necessary. All development must also comply with federal, state and city regulations.
  - c. Owner agrees that it will, without any cost to the City, dedicate the necessary rights-of-way or easements for all Planned Improvements identified in the City's Public Facilities Plan. The Public Facilities Plan includes the Wastewater Conveyance Plan, Water Master Plan, Transportation System Plan and Parks and Recreation Plan.
  - d. Owner shall remove all water rights from Property, unless partial use is otherwise approved by the McMinnville City Council.
  - e. Owner agrees to not remonstrate against the formation of a local improvement district or reimbursement district created for the purpose of funding public improvements that will serve

the Property. This waiver applies to the Property until all utility service and all required infrastructure that will service or benefit the Property is completed and accepted by City. If the property is developed in phases, the waiver may be removed on a phase-by-phase basis provided that all utility service and all required infrastructure that will service or benefit the Property is completed and accepted by City.

5. **AMENDMENT:** This Agreement and any exhibits attached hereto may be amended only by the mutual written consent of both parties.
6. **SEVERABILITY:** If any provision, covenant or portion of this Agreement or its application to any person, entity, property or portion of property is held invalid, or if any ordinance or resolution adopted pursuant to this Agreement or its application to any person, entity, property or portion of property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement or other ordinances or resolutions passed pursuant hereto, and to that end, all provisions, covenants, and portions of this Agreement and of the ordinances and resolutions adopted pursuant hereto are declared to be severable.
7. **NO WAIVER OF RIGHT TO ENFORCE AGREEMENT:** Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
8. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties relating to the subject matter hereof. The parties shall have no obligations other than specifically stated in this Agreement except those of general applicability.
9. **SURVIVAL:** The provisions contained in this Agreement shall survive the annexation of the property and shall not be merged or expunged by the annexation of the property or any part thereof to the City.
10. **SUCCESSORS AND ASSIGNS:** This Agreement shall run with the land described on Exhibit B and inure to the benefit of, and be binding upon, the successors in title of the Owners and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities.
11. **TERM OF AGREEMENT:** This Agreement shall be binding upon the parties and their respective successors and assigns for the full statutory term of twenty (20) years, commencing as of the date of this Agreement
12. **ENFORCEMENT:** Owner agrees that if it fails to perform as required under this Agreement, the City Council may, at the City Council's option, refuse to process any development application submitted for the Property or include as conditions of approval any requirement of this Agreement. Owner hereby waives any claim regarding such conditions of approval, whether to LUBA or to any state or federal court.
13. **ATTORNEY FEES:** In any proceeding to enforce, apply or interpret this Agreement, each party shall bear its own attorneys' fees and costs.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

CITY

  
Jeff Towery, City Manager

OWNER

  
Jose Garcia

ATTEST:

  
Claudia Cisneros

Claudia Cisneros, City Recorder

SEE ATTACHED NOTARIAL  
CERTIFICATE

STATE OF OREGON )

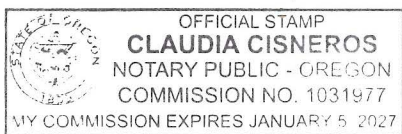
) ss.

County of Yamhill )

This instrument was acknowledged before me this 23 day of April, 2025 by Jeff Towery, City Manager, on behalf of the City of McMinnville, who acknowledged that he had authority to sign on behalf of the City of McMinnville and this instrument to be the City's voluntary act and deed.

Claudia Cisneros

Notary Public for Oregon



STATE OF OREGON )

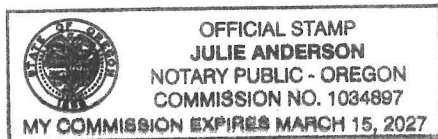
) ss.

County of Yamhill )

This instrument was acknowledged before me this 9 day of April, 25 by Jose Garcia, owner of the property at R4524-00904, who acknowledged this instrument to be his/her voluntary act and deed.

Julie Anderson

Notary Public for Oregon



#### EXHIBIT 1

That portion of Parcel 2 of Partition Plat 96-39, County of Yamill County, State of Oregon, which is not currently within the City Limits, but which lies west of, and adjacent to, the City Limits as shown on the map attached as Exhibit A.

After partition, this property will comprise 2 parcels, as indicated on Exhibit A.



## Legend

- PROPERTY LINE
- - - PROPOSED EASEMENT
- UNDERGROUND POWER
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE
- ☼ LIGHT POLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM DRAIN MANHOLE
- ⊙ STORM DRAIN CATCH BASIN
- ⊙ PHONE RISER

PARCEL 2 OF PT 96-39  
2.51 ACRES  
TAX LOT: 904  
GARCIA  
INSTRUMENT NO. 202107194

TAX LOT: 900  
BRAZIEL



Scale: 1" = 60'

North

TAX LOT: 902  
MACKIE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
January 16, 2022  
LELAND A. MACDONALD  
53226

Renews 31 December 2026

97 LELAND MACDONALD & ASSOC., LLC  
FORMERLY DBA HATT DUNCKEL & ASSOC.  
1885 RIVERSIDE DRIVE  
MCMINNVILLE, OREGON 97128  
PHONE: 503-472-7904  
FAX: 503-472-0367  
EMAIL: LEE@MACDONALDSURVEYING.COM

PARCEL 3  
0.77 Acres ±  
33,675 SQ. FT.

PARCEL 2  
0.76 Acres ±  
33,106 SQ. FT.

PARCEL 1  
42,688.8 S.F.  
0.98 Acres

TAX LOT: 903  
CLEVINGER FAMILY TRUST

APPROXIMATE CITY LIMITS

REDMOND HILL ROAD

# Tentative Partition Map for: Jose Garcia

Location: SW 1/4 Section 24 T. 4 S., R. 5 W., WM.,  
City of McMinnville  
Yamhill County, OR

Exhibit A

Tax Lot: 4524 - 904

Date: 10 MARCH 2025

Contact Info:  
Name: Jose Garcia  
Phone: 971-237-1977  
Mailing Address: 2265 Homer Ross LP  
McMinnville OR 97128  
Zoning: vLDR2.5

PROPOSED 30' WIDE  
PRIVATE ACCESS &  
UTILITIES EASEMENT TO  
BENEFIT PARCELS 2 & 3

PROPOSED UTILITIES

HYDRANT &  
VALVE

TAX LOT:  
R5424DB - 1500  
THOBURN

9676