

## ORDINANCE NO. 5180

An Ordinance annexing to the City of McMinnville Tax Lot R4430AD00100.

### RECITALS:

**WHEREAS**, Stanley Bruce Cook and Nila Denise Cook, the owners of the tract of land described in Exhibit "A", which is attached hereto and by this reference incorporated herein has either petitioned or consented to the annexation of said territory to the City of McMinnville (ANX 1-24); and

**WHEREAS**, Per ORS 222.120(2), the City of McMinnville conducted a public hearing on May 12, 2026 to consider the annexation of the subject property described in Exhibit A of this ordinance; and

**WHEREAS**, Per ORS 222.120(3) notice of the hearing was published once each week for two successive weeks in the News Register; and

**WHEREAS**, Per ORS 222.120(4)(b), the electors and landowners of the subject property consented in writing to the annexation and the consent is on file in the Planning Division of the City of McMinnville, Oregon, and there has been no objection to the proposed annexation by residents within said area and territory; and

**WHEREAS**, Per ORS 222.180(1), the effective date of annexation shall be the date of filing with the Secretary of State as provided in ORS 222.177 and ORS 222.900; and

**WHEREAS**, Per McMinnville Municipal Code 16.30.030, the landowner entered into an Annexation Agreement by Resolution 2025-13 with the City of McMinnville on July 14, 2025 and recorded it on the property on July 17, 2025, as demonstrated by Exhibit B to this ordinance; and

**WHEREAS**, Per the Annexation Agreement Section 2(a)(3) and Section 3, the owner has applied for a Zone Map Amendment for the property; and

**WHEREAS** the City Council approved Ordinance No. 5179 adopting findings for Dockets ZC 2-24 and S 2-24 demonstrating compliance with state regulations, the McMinnville Comprehensive Plan, and the McMinnville Municipal Code.

**NOW, THEREFORE, THE CITY OF MCMINNVILLE ORDAINS, as follows:**

1. That the subject area and territory as described in Exhibit A of this ordinance is annexed to the city; and
2. That this Ordinance shall take effect 30 days after its passage by the City Council.
3. That when this ordinance takes effect, the Recorder of the City of McMinnville, Yamhill County, Oregon, is hereby authorized and directed to make and submit to the Secretary of State of the State of Oregon, the Assessor of Yamhill County, State of Oregon and the County Clerk of Yamhill County, State of Oregon, a certified copy of the following documents:
  - a. A copy of this ordinance.
  - b. A copy of written consent of landowners and electors of said area and territory.

Passed by the McMinnville City Council this 12th day of May, 2026 by the following votes:

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

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




\_\_\_\_\_  
MAYOR

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Attest:

  
\_\_\_\_\_  
City Recorder

**EXHIBITS:**

- A. Legal Description and Annexation Map
- B. Annexation Agreement

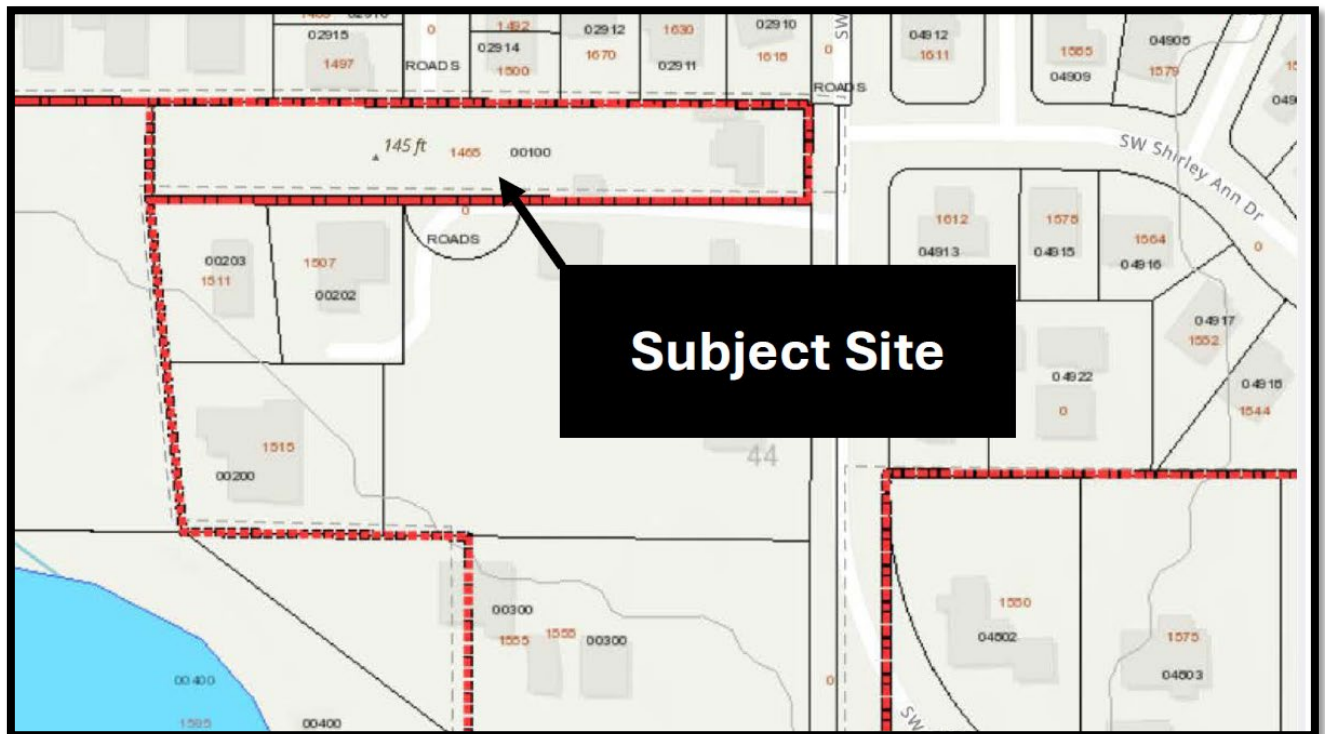
## Exhibit A to Ordinance 5180

### Legal Description of the Property to Be Annexed:

Part of Section 30, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

Beginning 3.995 chains North of the Southwest corner of the S.F. Stagg Donation Land Claim No. 55 in said Township and Range; thence North 5 chains to the true Place of Beginning; thence West 10 chains; thence South 75 feet; thence East 10 chains; thence North 75 feet to the true Place of Beginning.

Save and Except 20 feet off the East end reserved for a roadway. Also Excepting Therefrom that certain tract of land conveyed to Walter L. Peavy et lux. By Deed recorded July 13, 1960 in Film Volume 11, Page 943, Deed and Mortgage Records.



OFFICIAL YAMHILL COUNTY RECORDS  
KERI HINTON, COUNTY CLERK

**202506840**

After Recording Return To:

City of McMinnville  
220 NE Second Street  
McMinnville, OR 97128



**\$152.00**

**07/17/2025 09:03:34 AM**

DMR-CONDMR Cnt=1 Stn=1036 MORRISONK  
\$51.00 \$10.00 \$20.00 \$11.00 \$60.00

**ANNEXATION AGREEMENT**

This Annexation Agreement is made and entered into this 14 day of July, 2025 by and between the City of McMinnville, Oregon, an Oregon municipal corporation (hereinafter "City") and Stanley Bruce Cook and Nila Denise Cook Revocable Trust (hereinafter "Owner").

**WITNESSETH**

**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, contiguous to the currently existing City limits, and is proposed to be annexed to the City; and

**WHEREAS**, Owner desires to have the Property annexed to the City; and

**WHEREAS**, Owner will submit a petition for annexation and provide the City with all required consents for annexation; 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

**WHEREAS**, Council will consider this annexation agreement on April 22, 2025.

**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. 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. A signed Annexation Agreement has been received by the City.
    3. The Owner has received a final unappealed land-use approval for city zoning on the property.
  - b. This agreement is void if the Property is not annexed to the City of McMinnville within five years after the effective date of this Agreement and after the City's receipt of all required consents.
  - c. Owner may terminate this Agreement by serving written notice to the City no less than 60 days prior to the effective date of the termination. The notice must be received by the City at least 60 days prior to the public hearings for council consideration of the annexation. If the City receives such notice, this Agreement terminates as of the effective date of the notice. After the annexation ordinance is adopted by the City, this Agreement may only be terminated or amended by written consent of the Owner and City. Pursuant to this Agreement, the City agrees that an annexation ordinance will be considered by the McMinnville City Council; however, the City cannot guarantee that the annexation ordinance will be adopted by the City Council.
  
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 and tentative subdivision plan 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 and that will be necessary for the development of the property. The Public Facilities Plan includes the Wastewater Conveyance Plan, Water Master Plan, Transportation System Plan, and Parks and Recreation Plan.

All public rights-of-way to be dedicated shall be free and clear of all encumbrances or other restrictions that may interfere with their intended public use.

- d. Owner agrees to vacate the existing public right-of-way located within the cul-de-sac described as Tract "A" on Partition Plat No. 2017-10 (City Docket MP 4-16) instrument #200110830, to the extent that it is no longer required due to the new alignment of the public right-of-way serving the development. Such a vacation will need to be completed prior to the issuance of any building permits associated with Phase 1 of the tentative subdivision plan.
- e. Owner agrees to provide legal access to Tax Lot R4430AD00300 for at least two buildable lots prior to the platting of Phase 1 of the tentative subdivision plan. Access easement will need to meet all of the provisions of the McMinnville Municipal Code.
- f. Owner agrees to provide bicycle and pedestrian connectivity from the development to Cypress Lane to meet McMinnville's Great Neighborhood Principles and minimum block length standards. This will be reviewed as part of the land-use process.
- g. Owner shall remove all water rights from Property, unless partial use is otherwise approved by the McMinnville City Council.
- h. 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

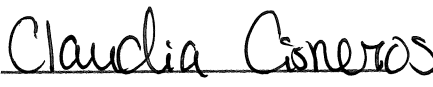
OWNER

  
\_\_\_\_\_  
Jeff Towery, City Manager

  
\_\_\_\_\_  
Stanley Bruce Cook

ATTEST:

  
\_\_\_\_\_  
Nila Denise Cook

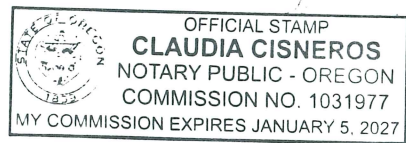
  
\_\_\_\_\_  
Claudia Cisneros, City Recorder

SEE ATTACHED NOTARIAL CERTIFICATE

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

This instrument was acknowledged before me this 15 day of July, 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 14 day of July, 2025  
by Stanley Bruce Cook, owner of the property at R4430AD00100 and R4430AD00201,  
who acknowledged this instrument to be his/her voluntary act and deed.

[Signature]  
Notary Public for Oregon



STATE OF OREGON )  
 ) ss.  
County of Yamhill )

This instrument was acknowledged before me this 14 day of July, 2025  
by Nila Denise Cook, owner of the property at R4430AD00100 and R4430AD00201, who  
acknowledged this instrument to be his/her voluntary act and deed.

[Signature]  
Notary Public for Oregon



**EXHIBIT 1:**

**Legal Description of the Property to Be Annexed:**

Part of Section 30, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

Beginning 3.995 chains North of the Southwest corner of the S.F. Stagg Donation Land Claim No. 55 in said Township and Range; thence North 5 chains to the true Place of Beginning; thence West 10 chains; thence South 75 feet; thence East 10 chains; thence North 75 feet to the true Place of Beginning.

Save and Except 20 feet off the East end reserved for a roadway. Also Excepting Therefrom that certain tract of land conveyed to Walter L. Peavy et lux. By Deed recorded July 13, 1960 in Film Volume 11, Page 943, Deed and Mortgage Records.

**EXHIBIT 2:**

**Maps of Subject Site:**

Aerial of Subject Site:



Comprehensive Plan Designation of Subject Site:





**EXHIBIT 3:**

**Proposed Development Plan of Subject Site:**

