

AFTER RECORDING RETURN TO:

City Recorder  
City of Oregon City  
P.O. Box 3040  
Oregon City, Oregon 97045-0304

**Map No.: 2-2E-28BC-04001**

**Tax Lot(s): 4001**

**Planning No.: NR-16-01/BB-16-0265**

**Grantor: Mark Shaw**

**RESTRICTIVE COVENANT NON-REMONSTRANCE AGREEMENT  
(PURSUANT TO CITY OF OREGON CITY ORDINANCE NO. 00-1014)**

The undersigned legal owners of the property described below (the "Property") hereby waive any and all right to remonstrate against the formation of a Local Improvement District (LID) by the City of Oregon City (City) for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Property and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement. This non-remonstrance agreement is executed in consideration of not being required by the City to make the above-mentioned improvements at this time as a condition of approval of the NR-16-01/BB-1-0265 at 16348 Frederick Street

For the purpose of this Covenant:

"Sanitary Sewer Improvements" includes pipelines or conduits and all other structures, devices, appurtenances and facilities used in collecting or conducting wastes to an ultimate point for treatment or disposal.

"Storm Sewer Improvements" includes pipelines, swales, detention or retention devices or conduits and all other structures, devices, appurtenances and facilities used in collecting or conducting storm water flow to an ultimate point for treatment or disposal.

"Water Improvements" includes pipelines, conduits, meters, hydrants and all other structures, devices, appurtenances and facilities used in collecting, treating or conveying drinking water from a source of supply to water consumers and other water users.

"Street Improvements" includes streets, sidewalks, curbs, gutters, street lighting and all other structures, devices, appurtenances, facilities and improvements used to serve cars, bicycles, pedestrians and other modes of transportation and conveyance.

"Right to remonstrate against the formation of an LID" refers solely to a property owner's right under the City Charter and Code to be counted as part of an extraordinary majority of property owners that can, in certain circumstances, suspend proceedings on the formation of an LID. The waiver of this right herein does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify

regarding the formation of the LID, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project or of the final assessment, or any other issue regarding the LID.

This covenant shall run with the land and be binding upon the undersigned and upon all subsequent owners of property.

The property subject to this covenant is described as follows:

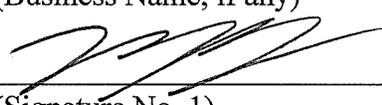
Lot 4 in Block C, of the Supplemental Plat of Clackamas Heights, Plat No. 42  
In the Northwest Quarter of Section 28, T.2S, R.2E, W.M., Clackamas County, Oregon

In construing this covenant and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 16<sup>th</sup>  
day of March, 20 17; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

***NOTICE: No stamp or corporate seal is allowed over any typed information.***  
Individuals / General Partnerships (GP)

\_\_\_\_\_  
(Business Name, if any)

  
\_\_\_\_\_  
(Signature No. 1)

**Mark Shaw**  
\_\_\_\_\_  
(Signer's No. 1 - Printed Name)

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

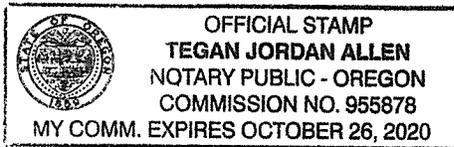
EXTRA SIGNATURE NOTARY ACKNOWLEDGEMENTS

On this 16<sup>th</sup> day of March, 2017, before me, Mark Shaw <sup>TR</sup> Tegan Allen,  
the undersigned Notary Public, personally appeared Mark Shaw

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument, and acknowledged that they executed it.

**NOTICE: No stamp or corporate seal is allowed over any typed information.**

Stamp seal below



WITNESS my hand and official seal.

[Signature]  
Notary's signature  
My commission expires: 10/26/2020

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
the undersigned Notary Public, personally appeared \_\_\_\_\_

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument, and acknowledged that they executed it.

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WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's signature  
My commission expires: \_\_\_\_\_

Accepted on behalf of the City of Oregon City on the condition that the Restrictive Covenant  
Non-Remonstrance Agreement is free and clear from taxes, liens, and encumbrances.

\_\_\_\_\_  
Mayor

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