

AFTER RECORDING RETURN TO:

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

Map No.: 32E08BD

Tax Lots : 0900

Planning No.: MP13-02 / CN 14-10

Grantor: Smith, Stewart and Kathleen

***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 land use approval of the Smith partition (19520 Falcon)

Oregon City Planning File No. MP13-02 / CN14-10

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: and *

* [inclusive of Oregon City Condition of Approval Item No. 11 of City Planning File No. MP13-02 ("The sanitary sewer service line for Parcel No. 1 currently connects to the sanitary sewer on Lazy Creek Lane, and is considered temporary. When sanitary sewer is constructed on Falcon Drive the sanitary service will be disconnected from the pipe on Lazy Creek Lane and reconnected to the new pipe on Falcon Drive") and also then the owner(s) of the above referenced "Parcel No. 1" shall be responsible for paying their proportional share for the construction (extension) cost(s) of the public sanitary sewer system that is built in Falcon Drive as determined by the City of Oregon City.].

"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:

-- SEE ATTACHED EXHIBITS "A" (Legal Description) and "B" (Survey, Plat, Map, etc) --

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 on this 27th day of March, 2014 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

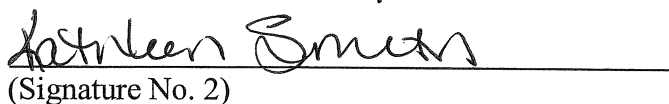
Corporation/limited partnership


(Signature No. 1)

~~(Corporation/Partnership Name)~~

Stewart P. Smith
(Signer's No. 1 - Printed Name)

~~(Signature No. 1)~~


(Signature No. 2)

~~(Signer's No. 1 - Name, Title)~~

Kathleen D. Smith
(Signer's No. 2 - Printed Name)

~~(Signature No. 2)~~

~~(Signer's No. 2 - Name, Title)~~

(if executed by a corporation affix corporate seal below)

STATE OF OREGON)
) ss.
County of Clackamas)

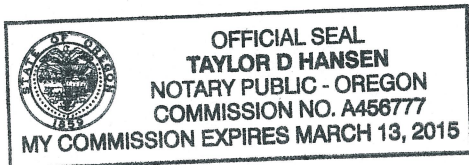
NOTARY ACKNOWLEDGEMENT(S)

On this 27 day of March, 2014, before me, Taylor Hansen,
the undersigned Notary Public, personally appeared Stewart Smith

- ☐ personally known to me
☒ did prove 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.

Taylor D Hansen
Notary's signature
My commission expires: March 13, 2015

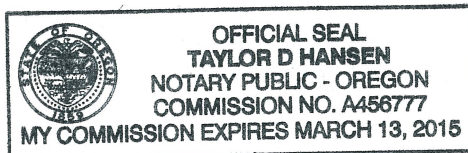
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Taylor D Hansen
Notary's signature
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Accepted on behalf of the City of Oregon City on the condition that the Restrictive Covenant
Non-Remonstrance Agreement is free and clear from taxes, liens, and encumbrances.

Mayor

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EXHIBIT "A"

Legal Description

Lot 9 of "GAFFNEY LANE ACRES" (Plat No. 1491) a duly recorded subdivision plat, Clackamas County, Oregon City, State of Oregon.

