

AFTER RECORDING RETURN TO:

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

Map No.: 2-2E-29CA

Tax Lots: 2300

Planning No.: SP13-06 (CN14-22)

Grantor: Reynolds, Teddy

**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 **Royal Flush Plumbing Co. 2-Story Office Building (1005 Abernethy)**

Oregon City Planning File No. SP13-06 (CN14-22)

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:

-- SEE ATTACHED EXHIBITS "A" (Legal Description) and "B" (Survey, Plat, 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 this 20<sup>th</sup> day of JANUARY, 2016; 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, company

Corporation/limited partnership

Teddy Reynolds  
(Signature No. 1)

\_\_\_\_\_  
(Corporation/Partnership Name)

Teddy Reynolds, property owner  
(Signer's No. 1 - Printed Name, Title)

\_\_\_\_\_  
(Signature)

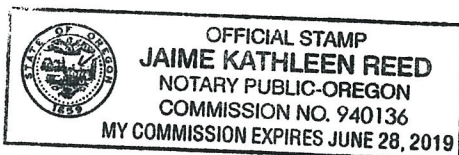
(if executed by a corporation affix corporate seal below)

\_\_\_\_\_  
(Signer's Name, Title)

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

STATE OF OREGON           )  
  ) ss.  
County of Clackamas       )

This instrument was acknowledged before me on January 20, 2016,  
by Jaime Reed.



Jaime Reed  
Notary Public for Oregon  
My Commission Expires June 28, 2019

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

Personal Acknowledgment

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_, the  
undersigned Notary Public, personally appeared  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ and  
acknowledged the foregoing instrument to be  
his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_  
Stamp seal below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Grantor's Name and Address)

**City of Oregon City**  
**P.O. Box 3040**  
**625 Center Street**  
**Oregon City, OR 97045-0304**  
(Grantee's Name and Address)

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

Mayor

\_\_\_\_\_

City Recorder

\_\_\_\_\_

Corporate Acknowledgment

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_, the  
undersigned Notary Public, personally appeared  
\_\_\_\_\_ and  
\_\_\_\_\_ who  
being duly sworn, each for himself/herself and not  
one for the other did say that the former is the  
\_\_\_\_\_ president  
and that the latter is the \_\_\_\_\_ secretary of  
\_\_\_\_\_  
\_\_\_\_\_, a  
corporation, and that the seal affixed to the  
foregoing instrument was signed and sealed in  
behalf of said corporation by authority of its  
board of directors; and each of them  
acknowledged said instrument to be its voluntary  
act and deed.

NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_  
Stamp seal below

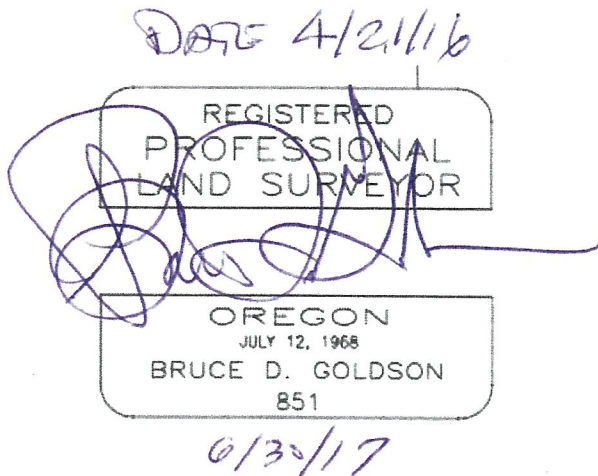
\_\_\_\_\_

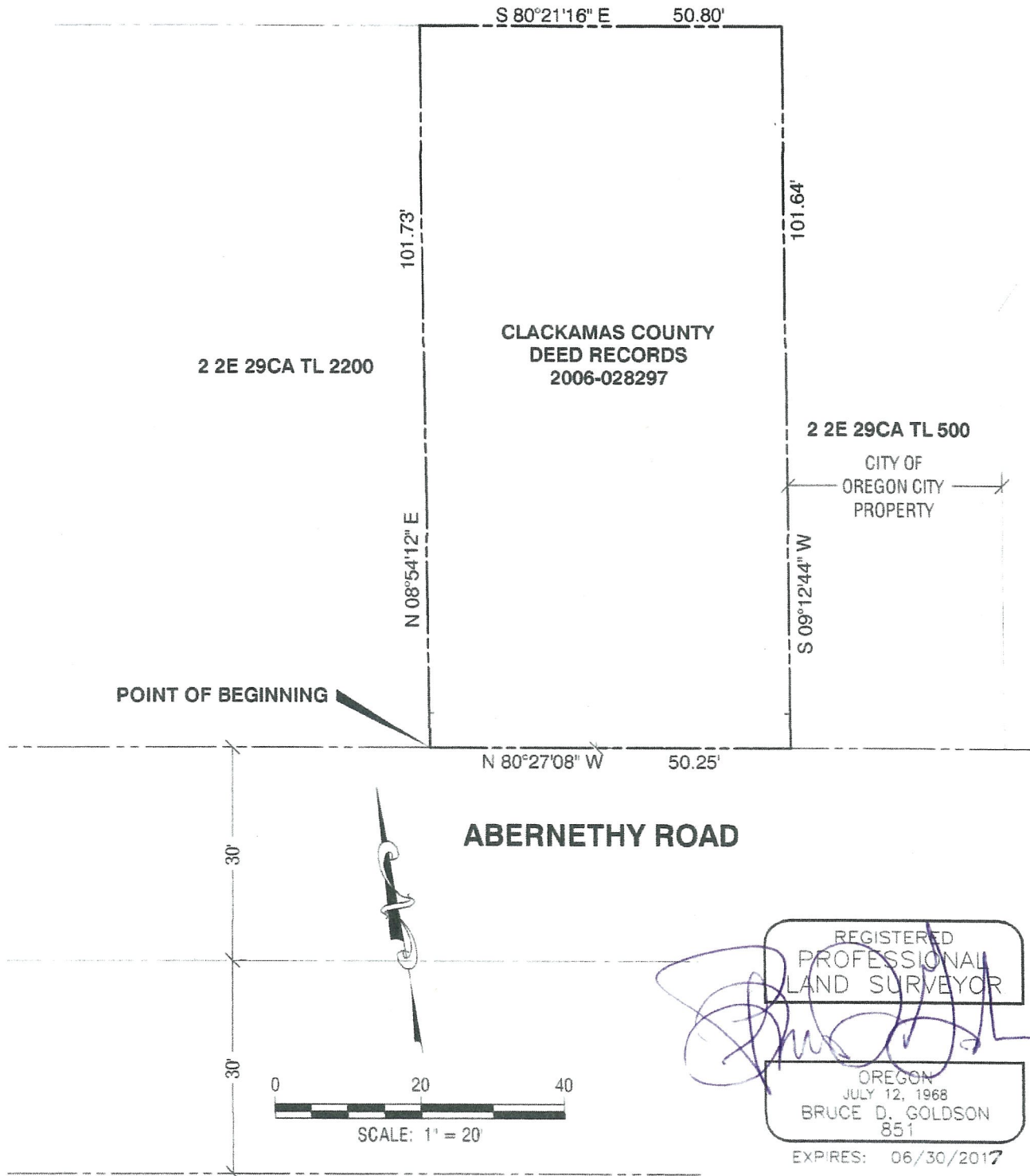
LEGAL DESCRIPTION:

EXHIBIT A

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WESTERLY CORNER OF THAT PARCEL OF LAND AS RECORDED IN CLACKAMAS COUNTY DEED RECORDS AS 2006-028297, AT A POINT 30 FEET FROM THE CENTERLINE OF ABERNETHY ROAD (MARKET ROAD NO. 20); THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID PARCEL, NORTH  $08^{\circ} 54' 12''$  EAST, 101.73 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE SOUTH  $80^{\circ} 21' 16''$  EAST, 50.80 FEET TO A POINT; THENCE SOUTH  $09^{\circ} 12' 24''$  WEST, 101.64 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID ABERNETHY ROAD, WHICH IS 30 FEET FROM THE CENTERLINE; THENCE ALONG SAID RIGHT-OF-WAY OF SAID ABERNETHY ROAD, NORTH  $80^{\circ} 27' 08''$  EAST, 50.25 FEET, MORE OR LESS TO THE POINT OF BEGINNING, AND CONTAINING 5138 SQUARE FEET, MORE OR LESS.





2012-82

EXHIBIT

**Theta, llc**

ENGINEERING - SURVEYING - PLANNING

PO Box 1345  
Lake Oswego, Oregon 97035

503/481-8822  
email: thetaeng@comcast.net

*4/21/14*

**Royal Flush Plumbing**  
1005 Abernethy Road  
T.2S., R.2E., Section 29CA, TL 2300  
Oregon City, Oregon