

AFTER RECORDING RETURN TO:

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

Map No.: **2-2E-29CB**

Tax Lot(s): **1500 and 2000**

Planning No.: **CU 15-01 / SP 15-10 (CN 16-21)**

Grantor: **Portland General Electric Company**

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

The undersigned legal owners ("Grantor") 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 Oregon City Planning Commission for:

Oregon City Planning File No. CU 15-01 Conditional Use / SP 15-10 Site Plan and Design Review (PGE Abernethy Substation Expansion, 306/308 ~~Main Street~~)

18TH 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:

-- 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.

Notwithstanding anything to the contrary contained herein, Grantor and the City understand and agree that the Property is encumbered by that certain Indenture of Mortgage and Deed of Trust dated July 1, 1945 to Wells Fargo Bank, N.A. (as successor to HSBC Bank USA, N.A., which was successor to The Marine Midland Trust Company of New York), as supplemented.


The lien of the Mortgage Indenture will be released subsequent to the execution and recording hereof.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 23 day of JUNE., 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.*

Portland General Electric Company,
an Oregon corporation

DFW

By: 
James F. Lobdell, Senior Vice President Finance /
CFO, Treasurer

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

STATE OF OREGON)
) ss.
County of McHonnell)

On this 23rd day of June, 2016, before me, Karen Jean Lewis,
the undersigned Notary Public, personally appeared James F. Lobdell, Senior Vice President
Finance / CFO, Treasurer and authorized representative of Portland General Electric Company,
an Oregon corporation

☒ 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.

Karen Jean Lewis
Notary's signature
My commission expires: Sept. 23, 2018

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

EXHIBIT A

LEGAL DESCRIPTION:

A tract of land being Lots 3, 4, 5, 6 and a portion of Lot 2, Block 3, GREEN POINT, in the City of Oregon City, the County of Clackamas and State of Oregon, that portion of said Lot 2 more particularly described as follows:

BEGINNING at a point on the Southerly line of said Lot 2, said point being 51 feet 4 inches Easterly of the most Westerly corner of said lot; thence Easterly along the Southerly line of said Lots 2 and 3, a distance of 44 feet 8 inches; thence Northerly to the Southerly boundary of line of 18th Street at a point which is 6 feet Westerly from the most Easterly corner of Lot 2; thence Westerly along the Northerly line of Lot 2, 28 feet; thence Southerly to the place of beginning.

The above-described parcel is shown on Portland General Electric Company drawing Exhibit B attached hereto which by reference thereto is made a part hereof.

"Exhibit B"

