

AFTER RECORDING RETURN TO:

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

Map No.: 3-2E-08DB
Tax Lot(s): 04800

Owner(s): **Joseph and Ruth Cantarine**

**RESTRICTIVE COVENANT NON-REMONSTRANCE AND
PUBLIC SANITARY SEWER CONNECTION AGREEMENT**

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 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 improvements. The undersigned legal owners of the Property also hereby agree to make the connection to the public Sanitary Sewer Improvements when said improvements are physically available to the Property. This Restrictive Covenant Non-remonstrance and Public Sanitary Sewer Connection Agreement (the "Covenant and Agreement") is executed in consideration of not being required by the City to make the above-mentioned improvements and connection to said improvements at this time, and allowing for the repair of an existing onsite wastewater septic system serving the Property located at **13496 Gaffney Lane, Tax Map 3-2E-08DB, Taxlot 04800.**

For the purpose of this Covenant and Agreement:

"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.

"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.

The Covenant and Agreement is entered into by and between the City and the Owners, Joseph and Ruth Cantarine, of the Property:

1. The City and Owners agree that the property is not currently connected to the public sanitary sewer system which is not reasonably accessible or available to serve the Property at this time.

2. The Owners agree to waive any and all right to remonstrate against the formation of a LID by the City for the purpose of making sanitary sewer improvements.
3. The City and Owners agree that the Owners may conditionally repair an existing private onsite wastewater septic system serving the Property.
4. The Owners agree to obtain permits to repair the existing onsite septic system per applicable local, state, and federal laws.
5. The Owners agree to connect the Property to the public sanitary sewer, obtain all applicable permits for the sanitary sewer service connection, pay all applicable fees and costs related to the sanitary sewer service connection, when public sanitary sewer is reasonably accessible and available to the Property.

This Covenant and Agreement shall run with the land and be binding upon the undersigned and upon all subsequent owners of the Property.

The Property is subject to this Covenant and Agreement and described as follows:

See attached Exhibit "A" Legal Description

In construing this covenant and agreement 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 Owner(s) has executed this instrument this 5 day of Aug, 2017; 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

Joseph M Cantarine
(Signature No. 1)

Joseph Cantarine
5449 VANTAGE AVE
(Signer's No. 1 - Address)

VALLEY VILLAGE CA 91607
(Signature No. 2)

Ruth Cantarine
Ruth Cantarine
(Signer's No. 2 - Address)

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

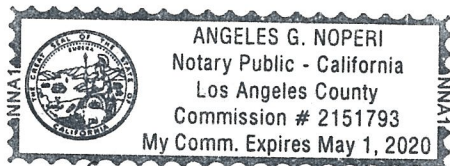
Personal Acknowledgment

STATE OF California)
) ss.
County of Los Angeles)

On this 5 day of August, 2017,
before me, Angeles G. Noperi, the
undersigned Notary Public, personally appeared
Joseph Cantarine ,
_____,
_____ and
acknowledged the foregoing instrument to be
his/her voluntary act and deed.

NOTARY PUBLIC FOR California

My Commission Expires: 05/01/2020
Stamp seal below



(CA. Ack. Attachment)

City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045-0304

Accepted on behalf of the City of Oregon City on the condition that the Covenant and Agreement executed is free and clear from any taxes, liens, and encumbrances.

Mayor

City Recorder

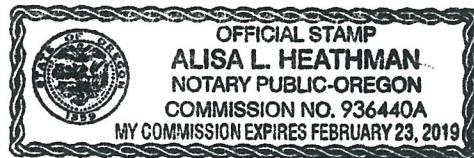
Personal Acknowledgment

STATE OF OREGON)
) ss.
County of Clackamas)

On this 8 day of August, 2017,
before me, Alisa L. Heathman, the
undersigned Notary Public, personally appeared
Ruth Cantarine ,
_____,
_____ and
acknowledged the foregoing instrument to be
his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My Commission Expires: 02-23-2019
Stamp seal below



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

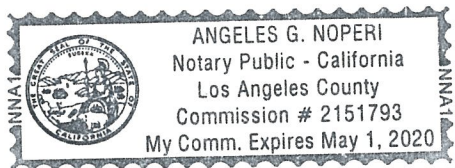
State of California)
County of Los Angeles)

On August 5, 2017 before me, Angeles G. Noperi, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joseph Cantarine
Name(s) of Signer(s)

who 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Noperi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Restrictive Covenant non-Demonstrative + sanitary connection Agreement
Document Date: 8/5/17 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Being that property described per Bargain and Sale Deed Document No. 2014-001286, Deeds Records of Clackamas County.

Clackamas County Tax Lot 4800, Tax Map No. 3-2E-08DB, City of Oregon City, County of Clackamas, Oregon.