

AFTER RECORDING RETURN TO:

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

Map No.: 22E21CC  
Tax Lot(s): 01100  
Planning No.: TP 15-0006

Grantor: ICON Construction & Development, LLC

**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 HUNTER HILLS

Oregon City Planning File No. TP 15-0006

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 \_\_\_\_\_ day of \_\_\_\_\_, 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 (GP)

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

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

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

\_\_\_\_\_  
(Signature No. 2)

\_\_\_\_\_  
(Signer's No. 2 - Printed Name)

\_\_\_\_\_  
(Signature No. 3)

\_\_\_\_\_  
(Signer's No. 3 - Printed Name)

Corporation / Limited Partnership / LLC

\_\_\_\_\_  
ICON Construction & Development, LLC  
(Corporation / LP / LLC Name)

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

\_\_\_\_\_  
Member  
(Signer's No. 1 - Name, Title)

\_\_\_\_\_  
(Signature No. 2)

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

(if executed by a corporation affix corporate seal below)

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

Personal / GP 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

ICON Construction & Development, LLC

1980 Willamette Falls Drive #200

West Linn, OR 97068

(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 / LP / LLC Acknowledgment

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

On this 24 day of OCTOBER, 2017,  
before me, Toni M. Stanhope, the  
undersigned Notary Public, personally appeared  
Mark Handris, Member of ICON Construction &  
Development, LLC and acknowledged the  
foregoing instrument to be his voluntary act and  
deed.

Toni M. Stanhope  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 10/05/21  
Stamp seal below



EXHIBIT "A"

A PORTION OF LOTS 66 AND 67, "CLACKAMAS HEIGHTS" (PLAT NO. 30), LOCATED IN THE S.W. 1/4 OF SECTION 21, T.2S., R.2E., W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, SAID POINT BEING A FOUND 5/8" IRON ROD WITH A RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS", FOUND AT THE N.W. CORNER OF LOT 60, "CLACKAMAS HEIGHTS", CLACKAMAS COUNTY PLAT RECORDS, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF HIRAM AVENUE (A 33.00 FOOT WIDE RIGHT OF WAY); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°00'28"W, 330.40 FEET TO THE S.W. CORNER OF DOCUMENT NO. 81-19627, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTH LINE OF SAID DOCUMENT NO. 81-19627, AND ALONG THE SOUTH LINE OF DOCUMENT NO. 2013-041341, CLACKAMAS COUNTY DEED RECORDS, S89°54'05"E, 313.50 FEET TO AN ANGLE POINT IN SAID SOUTH LINE, SAID POINT BEING THE S.W. CORNER OF LOT 70, PER SAID PLAT OF "CLACKAMAS HEIGHTS"; THENCE CONTINUING ALONG SAID SOUTH LINE OF DOCUMENT NO. 2013-041341, AND ALONG THE SOUTH LINE OF PARCEL 1 OF PARTITION PLAT NO. 2017-077, CLACKAMAS COUNTY PLAT RECORDS, N89°58'30"E, 313.63 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HUNTER AVENUE, SAID POINT BEING 20.00 FEET WEST OF THE CENTERLINE OF HUNTER AVENUE WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°00'00"E, 230.12 FEET TO THE N.E. CORNER OF DEED DOCUMENT NO. 2008-076143; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE NORTH LINE OF SAID DOCUMENT NO. 2008-076143, S89°59'41"W, 200.07 FEET TO THE N.W. CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID DOCUMENT NO. 2008-076143, S00°01'19"E, 100.19 FEET TO THE NORTH LINE OF LOT 61, PER SAID PLAT OF "CLACKAMAS HEIGHTS"; THENCE ALONG THE NORTH LINE OF SAID LOT 61, S89°54'27"W, 113.54 FEET TO THE N.E. CORNER OF SAID LOT 60, THENCE ALONG THE NORTH LINE OF SAID LOT 60, N89°54'28"W, 313.52 FEET TO THE INITIAL POINT.

SAID TRACT OF LAND CONTAINS 187,113 SQUARE FEET.