

AFTER RECORDING RETURN TO:

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

Map No.: 22E27B
Tax Lots : 300, 400, 1400
Planning No.: TP 16-01

Grantor: Abernethy Landing, 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 Abernethy Landing Subdivision

Oregon City Planning File No. TP 16-01

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 24th day of April, 2018; 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

(Signature No. 1)

(Signer's No. 1 - Printed Name)

(Signature No. 2)

(Signer's No. 2 - Printed Name)

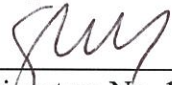
(Signature No. 3)

(Signer's No. 3 - Printed Name)

(if executed by a corporation affix corporate seal below)

Corporation/limited partnership

Abernethy Landing LLC
(Corporation/Partnership Name)


(Signature No. 1)

Greg Kubicek, Manager
(Signer's No. 1 - Name, Title)

(Signature No. 2)

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

(Signature No. 3)

(Signer's No. 3 - Name, Title)

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~~ Washington)

) ss.

County of Clark)

On this 24th day of April, 2018,
before me, Barbara A. Warren, the
undersigned Notary Public, personally appeared
Greg Kubicek and
_____ who
being duly sworn, each for himself/herself and not
one for the other did say that the former is the
Manager of Abernethy Landing LLC
_____, an Oregon LLC, 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: 4/28/2018

Barbara A. Warren
Notary's signature
Stamp seal below

