

AFTER RECORDING RETURN TO:

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

Planning File No.: _____

Tax Map & Lot: _____ GRANTOR: _____

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

The undersigned legal owner(s), _____ (“Grantor”) of the property described below (“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 or any part thereof 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 Oregon City Planning File No. _____ which is applicable for the development of the following property or properties:

_____ (Property).
Property address(es) or Tax lot(s)

For this Covenant:

“Grantor” is the owner of certain real property located in the City of Oregon City, Clackamas County, Oregon. If the Grantor is an entity, the individual executing this agreement on behalf of the Grantor represents and warrants to the City that he/she/they have full power and authority to do so and that the Grantor has full right and authority to enter into this agreement and perform its obligations under this 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.

"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 a 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 a 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 in **Exhibit A** (Legal Description) and depicted in **Exhibit 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

_____, 20____. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally 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.

[Signature Page(s) Follow]

Insert exhibits on separate subsequent sheets.

Exhibit A is a legal description of the subject property provided by a professional land surveyor, stamped with their seal, and having a 10-point or larger font size (8.5-inch by 11-inch page).

Exhibit B is a site plan (plat, survey, etc.) having a 10-point or larger font size (8.5-inch by 11-inch page is preferred).

NOTE:

Please remit the required processing and recording fee with this document submittal.

Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.

All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.