

After recording please mail to:  
Community Development Department  
City of Newport  
169 SW Coast Hwy  
Newport, OR 97365

Lincoln County, Oregon  
03/19/2021 09:14:59 AM  
DOC-WVR/REM  
\$10.00 \$11.00 \$80.00 \$10.00 \$7.00 - Total = \$98.00

2021-03426

Cnt=1 Pgs=2 Stn=10



00195917202100034260020028

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



## LAND IMPROVEMENT WAIVER OF REMONSTRANCE

THIS AGREEMENT is between the City of Newport ("City") and Mark Foley, representative, co-trustees Richard L. Bradshaw, David N. Bradshaw and Patricia I. Foley of the Harold W. Bradshaw Trust ("Owner").

### RECITALS

- A. Owner desires a minor replat to modify lot dimensions in a portion of a platted subdivision. The applicant is proposing to replat Lots 1 and 2, Block 7 of Baker's First Addition to Newport. Their objective is to replat these parcels so that the lot lines fall between two existing dwellings, rather than through the dwellings as at present time. The property described in this section will be referred to as the "Property."
- B. Pursuant to Newport Municipal Code (NMC) Chapter 13.05.095(A)(4), the applicant has agreed to sign "a consent to to participate in sewer, water, or street local improvement districts that the subject lots would be part of once those districts are formed." The consent shall be a separate document recorded upon the lots or parcels subject to the partition. The document shall be recorded prior to final plat approval.

### TERMS OF AGREEMENT

1. This Agreement is a covenant running with the Property and binding on the Owner and Owner's successors in interest. This Agreement affects the title to and the rights to possession of the Property. All of the terms, conditions, requirements, obligations and agreements in this document shall run with the land and shall be binding upon, and inure to the benefit of, Owners and their successors in interest, including all future owners of any portion of the Property.
2. Owner will participate in any local improvement district or districts formed for the construction of sewer, water, and street local improvements related to NE Fogarty and 9<sup>th</sup> Streets.
3. The City Engineer may commence proceedings for a local improvement district or districts as authorized by Newport Municipal Code Chapter 12.05/"Local Improvement Districts."
4. Owner's execution of this agreement shall be equivalent to the submission of a petition to form a local improvement district and shall constitute a waiver of any right to remonstrate against the formation of the local improvement district. However, nothing herein contained is intended to limit the right of Owner to contest, in the manner provided by law, the formula or method by which such costs are allocated to benefited properties.

DATED this 8 day of March, 2021.

CITY OF NEWPORT

Spencer Nebel  
Spencer Nebel, City Manager

OWNER

Mark E. Foley  
Mark Foley, Representative



STATE OF Oregon )  
County of Lincoln ) ss.

This instrument was acknowledged before me on March 8, 2021 by Spencer Nebel as City Manager for the City of Newport.

Melanie Nelson  
Notary Public - State of Oregon

STATE OF Oregon )  
County of Clackamas ) ss.

This instrument was acknowledged before me on March 15, 2021 by Mark Foley, representative of co-trustees Richard L. Bradshaw, David N. Bradshaw and Patricia I. Foley of the Harold W. Bradshaw Trust; "Owner."

Jennifer Sue Noffsinger  
Notary Public - State of Oregon

