

BALLOT MEASURE 49 WAIVER

<p>Name of Document for Recording: Covenant of Waiver of Rights and Remedies</p> <p>Grantor: _____ Grantee: City of Creswell Consideration: Commencement of Proceedings. Tax Statement to be mailed to: No Change.</p> <p><u>After Recording, Return To:</u> City of Creswell, Attn.: City Recorder, P.O. Box 276, Creswell, OR 97426</p>	<p>(For County Recording Use Only)</p>
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Covenant of Waiver of Rights and Remedies

Whereas, _____, hereinafter referred to as “Petitioner/Owner”, has petitioned the City of Creswell (“City”) to commence an annexation (proceedings) for the following described real property:

[INSERT LEGAL DESCRIPTION]

Whereas, pursuant to the enactment of Ballot Measure 49 (effective December 6, 2007), a property owner may elect to seek just compensation if a public entity enacts one or more land use regulations that restrict the residential use of private real property after the property owner acquired the property; and

Whereas, there is the potential that the Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances; and

Whereas, City does not wish to approve the Petitioner/Owner’s requested proceedings if: (1) the result would or could arguably give rise to a later claim by the owner or the owner’s successors or assigns for compensation for the land use regulations in effect upon the effective date of the proceedings; or (2) would or could arguably give rise to a right to require the City to waive the City’s land use regulations in effect upon the effective date of the proceedings, which are being newly imposed upon the property by reason and result of the proceedings; and

Whereas, Petitioner/Owner seeks to induce the City to proceed with the proceedings and therefore agrees to eliminate any potential claim for compensation or right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings;

Now, therefore, the undersigned Petitioner/Owner warrants that the individual(s) executing this Covenant holds the full and complete present ownership and all interests therein in Property, and hereby agrees and covenants as follows:

1. As inducement to the City to proceed with the Annexation and Rezone proceedings, proceeding(s) affecting the subject real property, which may include designation of the property as subject to additional applicable overlay zones and districts (all inclusively referred to herein as "proceedings"), the undersigned Petitioner/Owner, on behalf of Petitioner/Owner, Petitioner/Owner's heirs, devisees, executors, administrators, successors and assigns, agrees and covenants to the City of Creswell, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases, forever discharges, and agrees that Petitioner/Owner shall be stopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 49 (2007) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from city land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.
2. This waiver and release shall bind the undersigned's heirs, devisees, executors and administrators, successors in interests, and assigns. This covenant, waiver, release and discharge shall run with the land, and this instrument or a memorandum hereof may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated only by the City of Creswell filing a Notice of Termination of Covenant with the Lane County recorder.
3. If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Petitioner/Owner acknowledges that the proceedings may be initiated by the City of Creswell at any time in the discretion of the City of Creswell and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.
4. This document is executed of my own free will and without duress. I, or if more than one, each of us respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect our legal rights and remedies.

DATED this _____ day of _____, 20____.

_____ (signature)	_____ (signature)
Petitioner Name: _____	Petitioner Name: _____
Date Signed: _____	Date Signed: _____
Petitioner (corporation, etc.) Name: _____	
By: _____	
Name of Signor: _____	
Office/Title of Signor: _____	

State of Oregon)
) ss.
County of Lane)

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared _____ (name of Petitioner signing; not Notary name).

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument

- as _____ or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereon.**

WITNESS my hand and official seal (Do not write outside of the box)	Place Notary Seal Below
Notary Signature _____	
Notary name (legible): _____	

This document is accepted pursuant to authority and approved for recording.

City of Creswell, Oregon

Mark Shrives, City Administrator

State of Oregon)

) ss.

County of Lane)

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared _____.

personally known to me

proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument as City Administrator or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereon.

WITNESS my hand and official seal (Do not write outside of the box)	Place Notary Seal Below (Do not place seal over any portion of text or signature)
Notary Signature _____ Notary name (legible): _____	