

# EXHIBIT N

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Covenant of Rights and Remedies (Measure 49 Waiver)

**AFTER RECORDING RETURN TO:**  
City of Newberg  
Community Development Department  
PO Box 970 – (414 E. First Street)  
Newberg, OR 97132

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## COVENANT OF WAIVER OF RIGHTS AND REMEDIES

### Recitals

- 1) The undersigned, Riverlands Subdivision LLC and \_\_\_\_\_ (hereinafter referred to as "Owner" or "Owners") has/have petitioned the City of Newberg (hereinafter referred to as "City") to commence certain proceedings, relating to Planned Unit Development, \_\_\_\_\_ for the real property described in **Exhibit A** which is attached hereto and incorporated herein.
- 2) Pursuant to the enactment of **Ballot Measure 49** (adopted November 6, 2007), if a public entity enacts one or more land use regulations that restrict the residential use of private real property or a farming or forest practice and that reduce the fair market value of the property, then the owner of the property shall be entitled to just compensation from the public entity that enacted the land use regulation or regulations as provided in Measure 49.
- 3) 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.
- 4) City does not wish to approve the Owner's/Owners' requested proceedings if the result would or could arguably give rise to a later claim by the Owner or Owners, or the Owner's/Owners' successors or assigns for compensation for the land use regulations in effect upon the effective date of the proceedings, or would or could arguably 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.
- 5) Owner(s) seek(s) to induce the City to proceed with the proceedings and therefore Owner(s) agree(s) to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

**NOW THEREFORE**, the undersigned Owner(s) warrant(s) that the Owner(s) executing this covenant hold(s) the full and complete present ownership or any interest therein in the property, and hereby agree(s) and covenant(s) as follows:

- 1) As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: Planned Unit Development, which may include designation of the property as subject to additional applicable overlay zones and districts, e.g., Limited Use Overlay District, (all inclusively referred to herein as "proceedings"), the undersigned Owner(s), on behalf of Owner(s), Owner's/Owners' heirs, devisees, executors, administrators, successors and assigns, agree(s) and covenant(s) to the City of Newberg, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases and forever discharges, and agrees that Owner(s) shall be estopped 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 upon the filing of a Notice of Termination of Covenant filed by the City of Newberg.

- 3) If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Owner(s) acknowledge(s) that the proceedings may be initiated by the City of Newberg at any time in the discretion of the City of Newberg, 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/our 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 my/our legal rights and remedies.

OWNER

OWNER

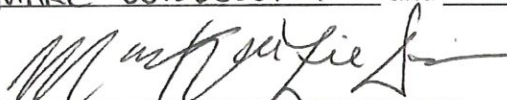


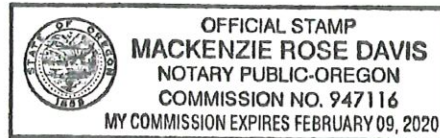
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MARC WILLCUTS, MEMBER JACKSON & COMPANY LLC  
 JACKSON & COMPANY LLC, MEMBER RIVERLANDS SUBDIVISION LLC  
 STATE OF OREGON )

County of Yamhill ) ss.

This instrument was acknowledged before me on this 22<sup>nd</sup> day of OCTOBER, 2019, by MARC WILLCUTS and \_\_\_\_\_

  
 Notary Public for Oregon  
 My Commission expires: 02-09-20



CITY OF NEWBERG

APPROVED AS TO FORM:

\_\_\_\_\_  
 Sue Ryan, City Recorder

\_\_\_\_\_  
 Truman A. Stone, City Attorney


Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

EXPIRES 31 DECEMBER 2018

Leland MacDonald & Assoc., LLC  
Land Surveyors  
3765 Riverside Drive  
McMinnville, OR 97128  
Phone: 472-7904  
Fax : 472-0367

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JANUARY 16, 2002  
Leland A. MacDonald  
53226

3 December 2018

Description of Real property for: RIVERLANDS SUBDIVISION LLC

A tract of land located in Section 29, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said tract being more particularly described as follows:

Beginning at a point on the east margin of River Street in the City of Newberg, Oregon at the easterly extension of the south line of that tract of land described in deed from YVETTE SAARINEN to SIGMUND HOLDINGS LLC, recorded on November 22, 2017 in Instrument No. 201718769, Deed Records of Yamhill County, Oregon; thence North 00°20'30" West 165.33 feet, along said east margin to the easterly extension of the north line of said SIGMUND HOLDINGS LLC tract; thence North 89°46'54" West 30.00 feet the northeast corner of said SIGMUND HOLDINGS LLC tract, being a point on the centerline of said River Street; thence North 89°46'54" West 326.85 feet to a point on the southerly margin of the Newberg-Dundee Bypass at a point that is 145.00 feet distant from, when measured perpendicular to the "L" centerline thereof, said point being the northwest corner of said SIGMUND HOLDINGS, LLC tract and said point also being a point on a non-tangent curve concave to the southeast and having a radius of 2805.85 feet; thence 5.86 feet southwesterly along said margin and said curve, the chord of which bears South 55° 56'20" West 5.86 feet, to the beginning of a 145.00 offset to a 600 foot centerline spiral curve at Engineers Station "L" 516+56.09; thence southwesterly along said margin and said spiral offset, the chord of which bears South 53°33'38" West 271.53 feet, to the southwest corner of said SIGMUND HOLDINGS, LLC tract; thence South 89°47'27" East 551.13 feet to the southeast corner of said SIGMUND HOLDINGS LLC tract, being a point on the centerline of said River Street; thence South 89°47'27" East 30.00 feet on the easterly extension of the south line of said tract to the POINT OF BEGINNING.