

Declaration of Restrictive Covenant

Property Address:

Tax Parcel IDs:

Deed Reference(s): County Recording No

This Restrictive Covenant, made this ___ Day of ___ 20XX, by and between ___(include full name and address)__(“Grantor”) and X County (“Grantee”).

The undersigned _____ (Grantor) is the owner of the property described in Exhibit A (“the Property”). To permit the (transfer of ___ Development Rights, or development of a Youth Camp, or to comply with Oregon Administrative Rule 660-XXX-XXXX), and in consideration of the covenants, terms, conditions and restrictions set forth in this Restrictive Covenant and other good and valuable consideration, receipt of which is acknowledged, Grantor grants and conveys to Grantee, its successors and assigns, forever and in perpetuity, an interest and restrictive covenant in the Property.

Restricted Uses: Grantor covenants and agrees that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

The Property may not be used for any purpose which would require the owner of the Property to apply for and receive a land use decision, as that term is defined by ORS 197.015(10), pursuant to ORS Chapter 215 or OAR chapter 660, division 33.

Terms and Conditions: The restrictions described in this Restrictive Covenant shall continue in perpetuity. This Restrictive Covenant is inheritable and assignable and runs with the land as an incorporeal interest in the property enforceable by the Grantee, and its successors and assigns, against the Grantor and its heirs, successors, and assigns. It is the intent of the Grantor and Grantee that all common law requirements of a restrictive covenant are met in this agreement.

Third Party Beneficiary: All parties agree that the State of Oregon, by and through the Department of Land Conservation and Development (DLCD), is a third party beneficiary of this Restrictive Covenant.

Enforcement and Remedies: Grantor grants to Grantee and DLCD the right to enforce the terms of this Restrictive Covenant. Grantor and Grantee agree that monetary damages would not be an adequate remedy for breach of any of the terms, conditions and restrictions contained in this Restrictive Covenant, and therefore, in the event that the Grantor, its heirs, successors, or assigns violate or breach any such terms, conditions or restrictions contained in this Restrictive Covenant, the Grantee, its successors and any assigns, or DLCD has all remedies at law and

equity to stop the violation or breach of the Restrictive Covenant and to require the restoration of the Property to its prior conditions. The Grantee, its successors, and assigns, or DLCD, by any prior failure to act, does not waive or forfeit the right to take actions as may be necessary to insure compliance with the terms, conditions, and purposes of this Restrictive Covenant.

Access: Grantee, its successors, and assigns and DLCD may, with 72-hours of notice, enter the Property from time to time, for the purpose of inspection and enforcement of the terms, conditions and restrictions of this Restrictive Covenant. Nothing in this Restrictive Covenant may be construed to convey a public right of access or use of the Property, and the Grantor, its heirs, successors and assigns retain exclusive right to such access and use, subject only to the provisions of this Restrictive Covenant.

Removal: This Restrictive Covenant may be removed only if the Property is no longer protected under the statewide planning goals for agricultural or forest lands, or if the Land Conservation and Development Commission otherwise provides by rule that this Restrictive Covenant may be removed and the Grantee executes and records a release of the Restrictive Covenant.

Dated this ____ day of _____, ____.

FOR The Grantor

FOR the Grantee

[signature and notary]