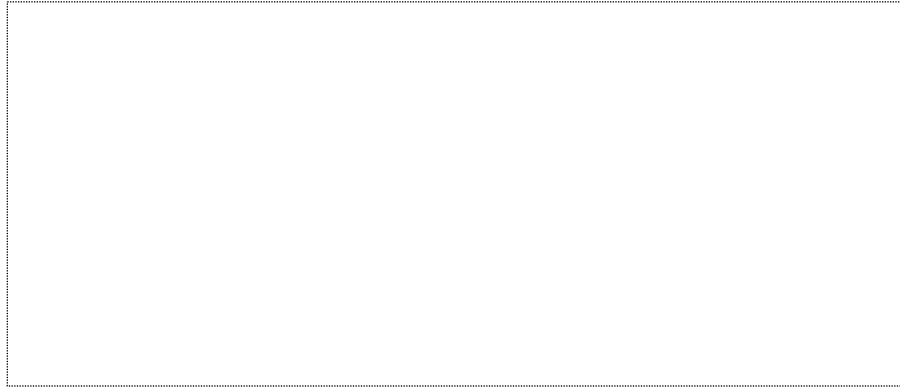


After recording, return to:
City of Tangent
32166 Old Oak Drive
Tangent, OR 97389

This Box For Linn County Recording Use Only



**RESTRICTIVE COVENANT
AND WAIVER OF REMONSTRANCE
FOR TRANSPORTATION IMPROVEMENTS**

The undersigned _____ (“Owner”) is/are the owner(s) of the following real property located in Linn County Oregon: See property description attached as Exhibit A and incorporated herein by this reference (“Property”).

Owner hereby waives any and all right to remonstrate against formation of a Local Improvement District (“LID”) that the City of Tangent (“City”) may initiate under ORS chapter 223 for the purpose of constructing or performing transportation improvements, as herein defined, to benefit the Property, including but not limited to the following public streets:

_____ and assessing the cost of those improvements upon any and all properties that are specially benefitted by those transportation improvements, including the Property.

For the purposes of this Covenant “transportation improvements” includes, but are not limited to the construction, reconstruction of public streets that serve and benefit the Property, including grading, pavement, alleys, curbs, gutters, pathways, bicycle and pedestrian facilities, sidewalks, landscaping, storm drains, street lighting, traffic control devices and all other improvement necessary to bring the streets in compliance with the City’s applicable street standards. Transportation improvements also include preventative improvements that may be necessary over time to preserve the public streets that serve and benefit the Property, such as seal coats, chip seals, crack sealing, overlays, asphalt section removal and replacement, storm drain cleaning or modifications, sidewalk panel removal and replacement, landscaping, and all other preventative measures required to keep transportation facilities in working order and in compliance with the City’s applicable Standards.

Owner hereby covenants and waives his/her/their right to remonstrate against the formation of an LID provided by ORS 223.118 and the City’s Charter and any other applicable law. Owner hereby expressly reserves the right to object to the Property’s inclusion in a proposed LID because it is not specially benefitted by the proposed LID transportation improvements. Except as provided herein, Owner reserves his/her/their right to participate in any public process attendant to the formation of an LID that includes the Property, to object to the scope, nature or estimated cost of the LID project, and to the calculation of any assessment imposed upon the Property as part of the LID.

In the event that a suit or action is instituted to enforce the terms of this restrictive covenant, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees and all other fees, costs and expenses incurred in connection with any such suit or action, including any appeals or arbitrations, in addition to all other amounts allowed by law.

This restrictive covenant shall run with title to the Property and be binding upon the Owner and the Owner's heirs, successors or assigns.

IT IS SO AGREED.

The Owner:

By: _____

State of Oregon)
) ss
County of Linn)

This instrument was acknowledged before me on _____ by _____
_____ as Owner of the Property described herein.

Notary Public – State of Oregon
My commission expires: _____

State of Oregon)
) ss
County of Linn)

This instrument was acknowledged before me on _____ by _____
_____ as Owner of the Property described herein.

Notary Public – State of Oregon
My commission expires: _____