Exhibit A

After Recording, Return To:
City of Portland
Office of City Attorney
1221 SW Fourth Avenue, Suite 430
Portland OR 97204

Covenant Of Waiver Of Rights And Remedies

Whereas, insert name of petitioner(s) (hereinafter referred to as "Petitioner," including collectively all petitioners) has petitioned to the City of Portland ("City") to annex the following described real property,

[insert legal description; not merely tax assessor's reference]

Whereas, pursuant to the enactment of Ballot Measure 37 (effective December 2, 2004), a property owner may elect to seek just compensation or waiver of land use regulations if a public entity enacts or enforces the land use regulations 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's requested annexation if the result would or could give rise to a later claim by the owner or the owner's successors or assigns for compensation for City regulations that were adopted on or prior to the effective date of the annexation or would or could give rise to a right to require the City to waive City regulations that were adopted on or prior to the effective date of the annexation, which are being newly imposed upon the property by reason and result of the annexation; and

Whereas, Petitioner seeks to induce the City to proceed with the annexation and therefore agrees to eliminate the potential of a claim for compensation or the right to seek waiver from the City regulations that were adopted on or prior to the effective date of the annexation;

Now, therefore, the undersigned Petitioner warrants that the Petitioner executing this Covenant holds the full and complete present ownership or any interest therein in the property, and hereby agrees and covenants as follows:

1. As inducement to the City to proceed with annexation affecting the above described real property, which may subject the property to applicable City plans, codes, policies, rules, standards, overlay zones, districts, development regulations and other regulations (hereinafter collectively referred to as "City regulations"), the undersigned Petitioner, on behalf of Petitioner, Petitioner's heirs, devisees, executors, administrators, successors and assigns, agrees and covenants to the City of Portland, its officers, agents, employees and

assigns that the undersigned hereby remises, waives, releases and forever discharges, and agrees that Petitioner 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 37 (2004) or otherwise enacted after the date of this annexation which would create a right of claim for compensation or waiver, modification, removal or non-application of City regulations that were adopted on or prior to the effective date of the annexation and which, by the approval of the annexation, are or will become applicable to the property.

- 2. This covenant, waiver, release, and discharge 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 shall 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 Portland.
- 3. If this instrument is given contemporaneous with a consent to future annexation proceedings to be initiated by the City, Petitioner acknowledges that the annexations may be initiated by the City of Portland at any time in the discretion of the City of Portland and that this waiver and release is applicable to any regulations adopted on or prior to the effective date of the annexation.
- 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		_, 200	
		(signature)		
		(signature)		

STATE OF OREGON)	
) ss. County of)	
This instrument was acknowledged before me on	, 200 by
	Notary Public – State of Oregon
STATE OF OREGON)	
) ss. County of)	
This instrument was acknowledged before me on as of	, 200 by
	Notary Public – State of Oregon
APPROVED AS TO FORM	
LINDA MENG, City Attorney	
By	