

CITY OF NEWPORT  
169 SW COAST HWY  
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



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mombetsu, japan, sister city

**APPENDIX A**

**GEOLOGIC HAZARD STATEMENT  
REQUIRED PURSUANT TO SECTION 2-4-7  
NEWPORT ZONING ORDINANCE**

**Real Property Address:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

**Applicant's Address:** \_\_\_\_\_

**Applicant's Phone Number:** \_\_\_\_\_

I certify, acknowledge and agree with the following:

1. I am the owner of the above described property ("Property"), which is located within the City ("City" includes, but is not limited to the City's employees, agencies, and consultants).
2. The Property is located within a Geologic Hazard area, as defined by Section 2-4-7.010 of the Ordinance, requiring a Geologic Permit from the City under Section 2-4-7.015 of the Ordinance.
3. I agree to assume all risk of loss to the Property and/or any improvements caused by any Geologic Hazard contained within the Property.
4. I agree that the administration of the Ordinance by the City creates no liability on the part of the City, for loss or damage which may be associated with or caused by any Geologic Hazard contained within the Property. My compliance with the requirements of the Ordinance and/or the issuance of a Geologic and/or Building Permit by the City creates no warranty, finding, guarantee, or assurance on the part of the City that a Geologic Hazard will not occur.
5. I acknowledge and agree that the City has no liability for any financial or other damages resulting from any loss or damage to the Property and/or any improvements thereto arising out



of any Geologic Hazard contained within the Property or any future erosion or subsidence affecting the Property. I waive any and all claims against the City for any liability or financial loss or damages resulting from any loss or damage to the Property and/or any improvements arising out of any Geologic Hazard, or by reason of the City's acceptance or approval of any reports, plans and specifications concerning the Property or any improvements or issuance of any Geologic and/or Building Permit concerning the Property or any improvements to be made.

6. I agree to remedy to the City's satisfaction any damage to public rights-of-way caused by any Geologic Hazard contained within the Property provided that such damage results from activities I or my agents undertake pursuant to the Geologic Permit granted to me by the City.

7. I agree to indemnify, defend and hold the City harmless from any damage, loss, claim or liability arising in any manner for damage that may occur to the Property or improvements or other property due to any Geologic Hazard affecting the Property or other property, provided that such damage or loss results from activities I or my agents undertake. This indemnification does not apply to any damages awarded by a court of competent jurisdiction arising from the negligence or misconduct of the City. [The indemnification obligation set forth under this Section 7 applies only to the Owner of the Property whose signature appears below. It is not applicable to a subsequent owner of the Property.](#)

8. I agree to furnish to any prospective buyer of the Property a true and correct copy of any Geologic Report with respect to the Property which I commission or am aware of and [of which I am](#) reasonably able to obtain a copy ~~of~~.

9. I understand that any information relating to the Property in the possession of the City may be disclosed by the City to the public [under Oregon Public Records Law](#). Disclosure by the City does not limit any obligation of disclosure that I may have to disclose information to a prospective buyer under Section 8 or that may otherwise arise under law.

10. I agree that Sections 2, 3, 4, 5, 6, 8 and 9 are appurtenant to the Property and shall run with the land and bind my successors, assigns, heirs, and executors.

11. This Statement is effective upon the earlier of: (i) the granting of the Geologic Permit by the City pursuant to the particular permit application for which this Statement is executed; or (ii) activities on the Property undertaken by me or my agents for which the Geologic Permit is sought.

**OWNER:**

Signature

\_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**WITNESS:**

Signature

\_\_\_\_\_  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_

DRAFT