

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

Planning No.: _____

Tax Map & Lot: _____ PERMITTEE: _____

**DECLARATION OF
COVENANT OF RELEASE AND INDEMNITY FOR GEOLOGIC HAZARDS**

This COVENANT OF RELEASE AND INDEMNITY (“Covenant”) is made by

_____, property owner
 (“Permittee”), for the benefit of the CITY OF OREGON CITY, a municipal corporation of the State of Oregon
 formed pursuant to ORS Chapter 457 (the “City”).

RECITALS

A. Permittee is the owner and developer of certain real property located in the City of Oregon City,
 Clackamas County, Oregon, legally described on **Exhibit A** attached hereto and commonly known as

_____ (the “Development”).

B. Permittee has applied for a permit from the City to act on the Development, which is within an area
 of geologic hazards that is regulated by the Geologic Hazards Overlay District governed by Oregon City
 Municipal Code Chapter 17.44

C. The City has approved the Development (the “City’s Decision,” an excerpt copy of which is attached to
 this Covenant as **Exhibit B**) contingent on Permittee providing a release to the City for any and all
 development activities undertaken pursuant to the permit issued by the City pursuant to Oregon City
 Municipal Code section 17.44.120, which requires Permittee to release the City from all damages resulting
 from the approved development.

COVENANT

NOW, THEREFORE, Permittee covenants as follows:

In consideration of the issuance of the City Decision, the undersigned (“Permittee”) hereby covenants and
 agrees to the following terms:

1. **Release.** Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively “**Indemnitees**”) from any and all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, caused by land subsidence, earth slides or geotechnical failure arising from or related to Permittee’s activity described above and/ or otherwise authorized by the City’s Decision. Without limiting the generality of the foregoing, Permittee understands and agrees that this Release discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage caused by land subsidence, earth slides or geotechnical failure that may arise from or relate to Permittee’s activity described above and/or otherwise authorized by the City’s Decision. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to person or property caused by land subsidence, earth slides or geotechnical failure with respect to the Permittee’s activity described above or otherwise authorized by the City’s Decision, whether caused by the negligence of any of the Indemnitees or otherwise.

2. **Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from any and all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur caused by land subsidence, earth slides or geotechnical failure arising from or relating to Permittee’s activity described above and/or otherwise authorized by the City’s Decision. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee’s activity described above and/or otherwise authorized by the City’s Decision.

3. **Run with the Land.** The parties’ rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Permittee and their respective successors and assigns (including, without limitation, subsequent owners of the Development or lots in the Development and any homeowner’s association owning common areas in the Development).

4. **Interpretation.** The undersigned agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Release is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

5. **Enforcement.** In the event the City is required to enforce the provisions of this Covenant by legal action, the City shall be entitled to recover its attorney fees and court costs incurred in any such action and in connection with any appeals thereof.

6. **Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

7. **Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Release on behalf of such organization.

8. **Binding Effect.** The waiver, release, indemnity and agreements of Permittee under this Release shall be binding upon Permittee’s agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

9. **Compliance with Laws.** Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee’s activity described above.

IN WITNESS WHEREOF, the Permittee has executed this instrument this _____ day of _____, 20_____. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature Page(s) Follow]

PERMITTEE: _____
As shown on Page 1 (name of organization or individual property owner(s))

Signature No. 1

Signer's printed name Title (if applicable)

Signature No. 2

Signer's printed name Title (if applicable)

STATE OF OREGON)
)
County of _____)

This record was acknowledged before me on (month & day) _____, 20____

by _____, as _____
Signer's printed name Title (write "N/A" if not applicable)

of _____
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____

Insert exhibits on separate subsequent sheets.

Insert Exhibit A and Exhibit B here.

Exhibit A is a legal description of the subject Development – provided by a professional land surveyor and stamped with their seal – and having a 10-point or larger font size (8.5-inch by 11-inch page).

Exhibit B is the cover page of the City’s Decision, having a 10-point or larger font size (8.5-inch by 11-inch page is preferred).

NOTE:

Please remit the required processing and recording fee with this document submittal.

Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.

All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.