

AGREEMENT

Owner: _____

Property Address: _____

Tax Assessors' Plat: _____ **Lot:** _____

The above owner of the above-referenced property, having applied for and received permission for an entrance, curb cut or driveway installation for the above property for access to _____ (street), his/her/its heirs, successors and assigns, as a condition precedent and consideration for said permission and any work to be performed for such access, agree as follows:

1. That said owner, his/her/its heirs, successors and assigns shall at all times keep the sidewalk, entrance, curb cut or driveway areas providing access to and from the above-referenced property and roadway, in a safe condition, free of defects and properly maintained for pedestrians and others passing on or over the same;

2. That said owner, his/her/its heirs, successors and assigns agree to comply with all reasonable directives or orders from the City of Newport staff for the repair and proper maintenance of said access area;

3. That said owner, his/her/its heirs, successors and assigns do hereby agree to indemnify and hold the City of Newport harmless for and against any and all claims or causes of actions or damages the City may incur, which are in any way related to the areas providing access as aforesaid;

4. That said owner, his/her/its heirs, successors and assigns agree that the City of Newport may, for the breach of any of the agreements contained herein, or the terms and conditions of the City of Newport's approval for the access in question, revoke any permits or approvals granted for the access in question and pursue any legal or equitable remedies available to the City of Newport.

CITY OF NEWPORT

PROPERTY OWNER

By : _____
Date: _____

Date: _____

Witness:

Witness:

Date: _____

Date: _____