

Critical Area Covenant and Hold Harmless Agreement

MAYOR must sign
KC Records
CITY CLERK keeps the original.

DIRECTIONS

1. Read text and fill in blanks
2. Requests from Grantor to amend or revise agreement should be limited
3. If agreement is modified, get city attorney approval
4. Insert Exhibit(s)
5. Get Grantor's notarized signature
6. Add a KC Records Cover sheet
7. Create an Information Memo
8. To PW Analyst to get Mayor's Signature
9. Request to Finance for Money to record
10. Delete this note
11. To City Clerk for Recording
12. City Clerk sends to KC Records
13. Hold issuance of any associated permits until all fees for recording this agreement and any other outstanding costs are received.

Return to:
City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Above this line reserved for Recorder's use

DOCUMENT TITLE:	Critical Area Covenant and Hold Harmless Agreement
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	
Additional reference numbers at page __ of document.	
GRANTOR:	
GRANTEE:	City of Tukwila, a Washington Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION:	
Full legal on page 5 of document.	
KING COUNTY TAX PARCEL NUMBER:	

CRITICAL AREA COVENANT AND HOLD HARMLESS AGREEMENT

This Critical Area Covenant and Hold Harmless Agreement ("Agreement") is entered into between _____, _____, ("Grantor), and the City of Tukwila, a Washington municipal corporation ("Grantee"), individually a "party" and collectively the "parties".

RECITALS

WHEREAS, Grantor owns and has applied for necessary permits to develop certain real property (the "Property") legally described in Exhibit A, which is attached and incorporated by reference; and

WHEREAS, a portion of the Property contains sensitive areas of potential geologic instability (potential slide areas) defined by TMC 18.45.120 and as depicted in Exhibit B, which is attached and incorporated by reference; and

WHEREAS, as a condition of the issuance of subdivision plat approval, land use permits, and/or construction permits for the Property and pursuant to TMC 18.45.130(D), the Grantee required the Grantor to execute and record this "Critical Area Covenant and Hold Harmless Agreement" to hold the City of Tukwila harmless from all loss incurred as a result of any landslide or seismic activity, or soil disturbance; and

WHEREAS, Grantor assumed this obligation in order to obtain said short subdivision plat approval under City of Tukwila Land Use Permit No. _____, and/or construction permits for the Property; and

WHEREAS Grantor has performed [*name of study*] for the City of Tukwila Land Use Permit No. _____, prepared by _____, dated _____ and submitted to Grantor on [*insert date*]; and

WHEREAS, Grantor has approved and accepted the [*name of study*] on [*insert date*]; and

WHEREAS, the parties agree that this Agreement constitutes an arms length, bargained-for agreement, which includes a waiver of liability that runs with the land for risks created by the proposed use of property because of the shape, composition, location or other characteristic unique to the Property sought to be developed.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. In consideration of Grantee issuing subdivision plat approval and/or other development permits, which constitutes good and valuable consideration, the receipt of which and the sufficiency of which the Grantor hereby acknowledges, the Grantor shall

defend, indemnify, and hold the Grantee, its officers, officials, employees, agents, and assigns harmless from any and all claims, injuries, damages, losses, or suits, whether brought by grantor or third parties, including all legal costs and reasonable attorney fees, arising out of or in connection with any injuries or damages to persons or property caused in whole or in part by any landslide or seismic activity or soil disturbance on the Property, legally described in Exhibit A, which is attached and incorporated by reference.

2. Grantor on its own behalf and on behalf of its heirs, successors and assigns hereby waives, releases, and discharges any right to assert any claim, known or unknown, against the Grantee, its officers, its elected and appointed officials, employees, agents, and assigns for any loss, or damage, directly or indirectly, to people or property either on or off the Property resulting from any landslide or seismic activity or soil disturbance on said Property by reason of or arising out of the issuance of the permit(s) by the City for development on said Property. This Agreement includes, but it not limited to, subsidence of the ground or loss of lateral support. Grantor further agrees to indemnify, hold harmless, and defend the Grantee (and its elected and appointed officials, employees, agents or anyone acting by or through the Grantee's authority) against any and all such injuries, property damage, loss of services or support, expenses, costs, general damages or other claims referred to in this paragraph, provided, however, that this Agreement shall not apply to losses that may directly result from the sole negligence of the City.

3. Grantor will inform its successors and assigns of said Property that the Property is in an area of potential geologic instability (potential slide area), of the risks associated with development thereon, of any conditions or prohibitions on development imposed by the City of Tukwila, and of any features in this design which will require maintenance or modification to address anticipated soils changes.

4. Grantor shall maintain continuous insurance coverage as required by the permit authorizing the development.

5. Grantee's inspection or acceptance of any of the Grantor's construction or other work either during construction or when completed shall not be grounds to avoid any of these covenants of indemnification.

6. This Agreement shall be a covenant running with the land and the rights and obligations contained herein shall run with and burden the Property, including each parcel comprising the Property and shall inure to the benefit of and be binding upon the Grantor and Grantee, their successors and assigns.

7. This Agreement may be amended or terminated only with the advanced express written consent of the Grantee as determined pursuant to its discretion.

7. It is the intent of the Grantor that this document shall not be extinguished by the doctrine of merger.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective, duly authorized representatives, as of the latest date this Agreement is executed by both parties.

FOR GRANTOR:

FOR GRANTEE:
City of Tukwila

Name
Title

Name
Title

DATE:_____

DATE:_____

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

GRANTOR,

a _____

By:

Title:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act such nonprofit corporation on behalf of such company on behalf of such partnership for the uses and purposes mentioned in the instrument.

DATED: _____.

(Print Name) _____
Residing at _____
My appointment expires: _____

GRANTEE:

City of Tukwila,

a non-charter, optional code Washington municipal corporation

By _____
Allan Ekberg
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2021, before me personally appeared _____, to me known to be the Mayor of the City of Tukwila, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of
Washington

My appointment expires _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
DEPICTION OF CRITICAL AREAS