

After Recording Return To:

RELEASE AND INDEMNIFICATION AGREEMENT

GRANTOR: _____
GRANTEE: Whatcom County
ASSESSOR'S TAX PARCEL #(s): _____
ADDRESS: _____
LEGAL DESCRIPTION: _____
REFERENCE NUMBERS OF
DOCUMENTS RELEASED OR
ASSIGNED: _____

(use abbreviated legal description on first page attach additional page with full legal description from current deed):

This Release and Indemnification Agreement (this "Agreement") is made by and between the Whatcom County, Washington, a County of the State of Washington ("County") and [_____] ("Owner").

RECITALS

- A. The Owner owns real property in the County, which real property is legally described on Attachment A attached hereto and incorporated by this reference ("Real Property"). The Real Property is located at [_____], Whatcom County, WA.
- B. The Owner has submitted an application for a development proposal on the Real Property, under the County's File No. [_____].
- C. The Real Property contains a geologically hazardous area. This type of area is "susceptible to erosion, landslides, earthquakes, volcanic activity, tsunamis and/or other geological processes," and is "a potential threat to natural resources, public health and safety, and can put the development and surrounding developments and uses at risk."

The Owner agrees that "alterations shall be directed toward portions of parcels or parcels under contiguous ownership that are not subject to, or at risk from, geologic hazards." WCC 16.16.310 and WCC 16.16.320.

- D. In view of the risks inherent in construction of buildings or structures in geologically hazardous areas, the County requires the owners of real property on which development is proposed in a geologically hazardous area to execute an indemnification agreement prior to any construction activities.

AGREEMENT

The parties agree as follows:

- 1. Permit Processing.** The County agrees that the Owner's submission of this Agreement satisfies the requirements of WCC 16.16. The County shall process all future building permit applications in accordance with the requirements of Whatcom County Natural Resource Assessment Number _____ subject to the Owner meeting all requirements of all applicable codes, regulations, rules, and other laws.
- 2. Release.** The Owner releases and discharges the County and its officers, employees, agents, successors, assigns and consultants from all known and unknown losses, liabilities, claims, damages or causes of action that the Owner has or may have relating to, arising out of, or resulting from, directly or indirectly, soil movement or the construction of buildings, structures and improvements on the Real Property, including but not limited to unintended results from maintenance, modification, or aging of drainage.
- 3. Indemnification and Hold Harmless.** The Owner agrees to indemnify and hold harmless the County and its officers, employees, agents, successors, assigns and consultants from and against any losses, liabilities, claims, damages, or causes of action (including attorneys' fees incurred in defense thereof), for deaths or injuries to persons or loss of or damage to property, occurring either on or off the Real Property, sustained by any person or entity, including but not limited to the property Owner, family, guests, visitors, the County or its officers, employees, agents, successors, assignees and consultants, relating to, arising out of, or resulting from, directly or indirectly, soil movement or the construction of buildings, structures and improvements on the Real Property, including but not limited to unintended results from maintenance, modification, or aging of drainage and any other County or private facilities. The Owner shall give the County prompt notice in the event of claims potentially covered by this Agreement.
- 4. Binding Nature.** The provisions of this Agreement shall inure to the benefit of and be binding on the parties and their respective heirs, representatives, successors and assigns. The provisions of this Agreement shall constitute covenants running with the Real Property.
- 5. Recording.** This Agreement shall be recorded with the Whatcom County Auditor.
- 6. Attorneys' Fees.** In the event of any dispute relating to or arising out of this Agreement, including mediation, arbitration or litigation, then the prevailing party shall be awarded all costs and expenses, including reasonable attorney fees, incurred in connection with the dispute.

Attorney for Whatcom County
Approved as to Form

Reviewed and approved by:

Whatcom County Natural Resource Representative

Date

Date Stamp

Signature of Owner

Signature of Owner

Print Name

Print Name

Date

Date

STATE OF WASHINGTON))
COUNTY OF WHATCOM) ss:

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged it to be
his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Signature: _____

Printed Name: _____

Residing at: _____

My appointment expires: _____/_____/_____

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged it to be
his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Signature: _____

Printed Name: _____

Residing at: _____

My appointment expires: _____ / _____ / _____

ATTACHMENT A