

When Recorded, Return to:

**SIDE SEWER RELEASE
&
INDEMNIFICATION AGREEMENT
(SMC 21.16.210, 21.16.240, 21.16.250, and 21.16.270)**

OWNER/INDEMNITOR:

1) _____

2) _____

3) _____

Additional Owners/Indemnitors on page _____

INDEMNITEE and BENEFICIARY: The City of Seattle

LEGAL DESCRIPTION (ABBREVIATED):

Additional legal description on page 2.

ASSESSOR'S TAX PARCEL ID NO(S).

Permit Street Address _____

Building Permit Application No. _____

Grantor's Address _____

City _____ State _____ Zip _____

**SIDE SEWER RELEASE &
INDEMNIFICATION AGREEMENT
(SMC 21.16.210, 21.16.240, 21.16.250, and 21.16.270)**

THIS Side Sewer Release and Indemnification Agreement (the "Agreement") is executed in favor of the City of Seattle ("City") by

_____, ("Owner") of
the following described property situated in City of Seattle, King County, State of
Washington:

Owner proposes to construct or install side sewer facilities that do not conform to construction requirements and specifications for side sewers contained in SMC Chapter 21.16 in the following ways:

- Side sewer constructed with less than 2% slope
- Side sewer constructed with backflow preventer
- Use of existing side sewer smaller than minimum size
- Use of existing side sewer not rehabilitated or pressure tested
- Other: _____

 Other: _____

In consideration of the City's issuance of a side sewer permit that contains proposed facilities that do not conform to the construction requirements and specifications for side sewers contained in SMC chapter 21.16, Owner hereby agrees and covenants, pursuant to SMC 21.16.210, SMC 21.16.250, and/or SMC 21.16.270 as follows:

1. Owner agrees that all terms of this Agreement are binding upon the Owner and Owner's heirs, successors and assigns.
2. Owner warrants and agrees that Owner has bargained for and negotiated this Agreement and that all owners have executed this Agreement.
3. Owner agrees to install the side sewer in accordance with the permit issued by the City, and in accordance with the plans submitted to the City. Owner agrees to install and maintain the side sewer in good operating condition at all times.
4. Owner acknowledges that the proposed side sewer facilities do not conform to the requirements of the Seattle Municipal Code contained in SMC chapter 21.16. Owner acknowledges that the City is not responsible for the adequacy or performance of the side sewer facility, and Owner agrees to:
 - a) accept any and all risk of loss, damage and injury associated with the installation, operation and maintenance of the side sewer;
 - b) waive any and all right to assert, and releases the City from any and all present and future claims against the City, whether known or unknown, for any harm, loss or damage, including without limitation personal injury, death, property damage, and loss of use by reason of, arising out of, or related to the installation, operation or maintenance of the side sewer or to drainage or erosion on or off the property described above, except for such losses that directly result from the sole negligence of the City.
 - c) to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of, relating to, or resulting from the installation, operation and maintenance of the side sewer, except for such damages or other losses caused by or resulting from the sole negligence of the City, its agents or employees.
5. Owner intends and agrees that this Agreement shall be a covenant running with the land and shall be binding upon Owner and Owner's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants forever.
6. Owner has applied to the City for the following permits or approvals for the property legally described above:
Type(s) of permit sought: Side Sewer
Date(s) of application: See front page
Application Number: See front page

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

Owner _____

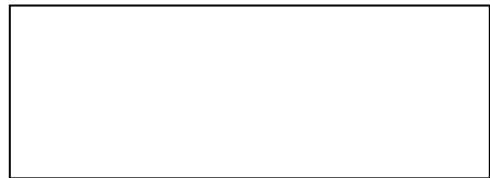
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Printed Name _____

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Address _____



Use this space for Notary Seal

Dated: _____

County of _____)
) ss

Owner _____

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

Printed Name _____

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Address _____



Use this space for Notary Seal

State of Washington)

(CORPORATE , PARTNERSHIP, LIMITED LIABILITY COMPANY Or OTHER LEGAL ENTITY OWNER—attach more pages if needed)

Date: _____

State of Washington)
)ss
County of _____)

Owner _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed Name _____

By _____

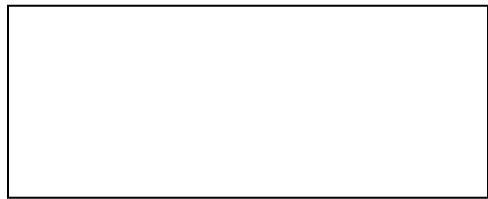
Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name _____

Its _____

Address _____



Use this space for Notary Seal

Date: _____

County of _____)ss
)

Owner _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed Name _____

By _____

Date: _____

NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name _____

Its _____

Address _____



Use this space for Notary Seal

State of Washington)