

When Recorded Return to:

Snohomish County
Department of Planning & Development Services
3000 Rockefeller Avenue, M/S 604
Everett, WA 98201

**COVENANT RUNNING WITH THE LAND WITH ACKNOWLEDGEMENT
AND ACCEPTANCE OF RISK, DUTY TO INFORM, AND WAIVER
(LANDSLIDE HAZARD AREA)**

GRANTOR(S): 1) _____

2) _____

3) _____

Additional Owners/Grantors on page _____

GRANTEE: Snohomish County

LEGAL DESCRIPTION (ABBREVIATED):

The complete legal description is found on Exhibit A to the Covenant.

STREET ADDRESS: _____

ASSESSOR'S TAX PARCEL ID NO(S).: _____

PERMIT APPLICATION NO(S)., DATE AND TYPE: _____

**COVENANT RUNNING WITH THE LAND, WITH ACKNOWLEDGMENT
AND ACCEPTANCE OF RISK, DUTY TO INFORM, AND WAIVER
(LANDSLIDE HAZARD AREA)**

This Covenant is executed in favor of Snohomish County by the undersigned owner(s) (“Grantor”) of the real property described on Exhibit A to this Covenant (the “Property”) on behalf of Grantor and Grantor’s heirs, successors and assigns. The Property is located at the following street address:

The Property is assigned the following assessor’s tax parcel identification number(s):

This Covenant is executed as a requirement to obtaining the following project permits or approvals for development activities or actions proposed on the Property (list permit application numbers, dates and types):

Grantor has the following plans for future additions, expansion or further activity related to or connected with the development activities or actions proposed on the Property for which this Covenant is executed:

The undersigned Grantor(s) warrant(s) that this Covenant reflects the landslide hazard area conditions present on the Property and that all owners of the Property have executed this document.

A. ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK

1. Grantor acknowledges that all or some of the Property is located in a landslide hazard area as defined in Title 30 of the Snohomish County Code (SCC), that the Property is subject to the provisions of Title 30 SCC and the rules and policies adopted by the Director of the Department of Planning and Development Services, and that this Covenant is being executed under SCC 30.62B.160.

2. Grantor understands and acknowledges that there are unique risks associated with development of this Property. Exhibit B to this Covenant includes a description of the property condition requiring the execution of this Covenant and contains an abstract of the geotechnical report for the Property prepared under SCC 30.62B.140. Risks of developing in a landslide hazard area include without limitation property damage, loss of use, personal injury and death resulting from soil movement (such as landslides and mudslides), water movement, and water collection occurring on the Property or on other property in the vicinity. Grantor acknowledges that not all risks have been eliminated by the siting, design and engineering of the proposed development on the Property. Grantor understands the risks associated with development on the Property.

3. Grantor has decided to proceed with development. Grantor agrees on behalf of Grantor and Grantor's heirs, successors and assigns to accept any and all risks of and responsibility for loss, damage, injury and death associated with (a) use of the Property; (b) development or construction on the Property; or (c) any combination thereof.

B. WAIVER

Grantor, on behalf of Grantor and Grantor's heirs, successors, assigns, and legal representatives, hereby waives any right to assert any and all present and future claims against Snohomish County, its officials, agents, employees, and contractors, whether known or unknown, for any loss or damage occurring either on or off the Property, including without limitation personal injury, death, property damage, and loss of use by reason of or arising out of (1) issuance of any permit or approval by Snohomish County for development or alteration of the Property, except only for such losses that directly result from the sole negligence of Snohomish County; and (2) the risks described in Section A above, except only for such losses that directly result from the sole negligence of Snohomish County.

C. DUTY TO INFORM

1. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to inform all subsequent heirs, successors and assigns of the Property that: (a) the

Property is in or contains a landslide hazard area; and (b) there are risks associated with the Property and development thereon, as described in Section A of this Covenant.

2. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to provide a copy of this Covenant to any prospective purchaser or assignee of the Property prior to closing or assignment.

3. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns, agrees to inform all subsequent heirs, successors and assigns of the Property of: (a) any conditions or prohibitions on development and of any features of the Property, natural or constructed, or of the development, that will require monitoring, maintenance, modification or replacement; and (b) the advisability of reviewing Snohomish County records of any Snohomish County permit or approval for development or alteration of the Property to help identify any such conditions, prohibitions or features.

D. RECORDING

This Covenant shall be recorded with the Snohomish County Auditor.

E. RUNNING COVENANT

The parties intend that this Covenant shall run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

F. SEVERABILITY

If any provision of this Covenant is held invalid, the remainder of the Covenant is not affected. If the application of this Covenant to any person or circumstance is held invalid, the application of the Covenant to other persons or circumstances is not affected.

EXHIBIT A
TO COVENANT RUNNING WITH THE LAND WITH ACKNOWLEDGEMENT
AND ACCEPTANCE OF RISK, DUTY TO INFORM, AND WAIVER
(LANDSLIDE HAZARD AREA)

COMPLETE LEGAL DESCRIPTION OF PROPERTY SUBJECT TO
COVENANT

EXHIBIT B
TO COVENANT RUNNING WITH THE LAND WITH ACKNOWLEDGEMENT
AND ACCEPTANCE OF RISK, DUTY TO INFORM, AND WAIVER
(LANDSLIDE HAZARD AREA)

DESCRIPTION OF PROPERTY CONDITION REQUIRING EXECUTION OF
COVENANT AND ABSTRACT OF GEOTECHNICAL REPORT FOR THE
PROPERTY PREPARED UNDER SCC 30.62B.140

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL – attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

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

Dated: _____

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



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

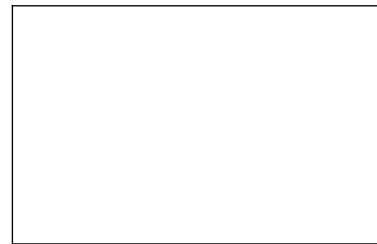
Owner/Grantor

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

Dated: _____

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



Use this space for Notary Seal

**(CORPORATE OWNER, PARTNERSHIP
OWNER, LIMITED LIABILITY COMPANY
OWNER/OTHER LEGAL ENTITY OWNER – attach more pages if needed)**

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

By: _____

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 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

Its _____

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



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

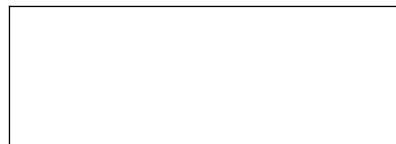
By: _____

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 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

Its _____

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



Use this space for Notary Seal