



After Recording Return to:

City of Lake Stevens  
Planning & Community Development  
PO Box 257  
Lake Stevens, WA 98258-0257

### **MODEL HOME INDEMNIFICATION/HOLD HARMLESS**

GRANTOR [Owner]: \_\_\_\_\_  
GRANTEE City of Lake Stevens \_\_\_\_\_  
TAX PARCEL ID#: \_\_\_\_\_  
LEGAL DESCRIPTION: Exhibit A \_\_\_\_\_  
PERMIT NUMBER: \_\_\_\_\_

THIS HOLD HARMLESS AGREEMENT, hereinafter also referred to as the "Agreement," is entered into effective on this [Day] day of [Month], 20\_\_\_\_, by and between the City of Lake Stevens, hereinafter referred to as the "City," and [Applicant] hereinafter referred to as the "Applicant," in connection with the real property described herein, hereinafter referred to as the "Property," for the purposes and on the terms and conditions set forth herein.

WHEREAS, the Applicant owns or controls certain real property located at [Physical Address] Lake Stevens, WA, 98258, and described in **Exhibit A**; and

WHEREAS, the Applicant has received approval from the City for a preliminary subdivision on the Property and has proposed and submitted an application for one or more model homes within said subdivision, in accordance with LSMC 14.44.025, hereafter referred to as the "model homes"; and

NOW THEREFORE, for good and sufficient consideration and the mutual promises and covenants contained in this Agreement, the Applicant and the City agree as follows:

1. **Description of Property.** The real property (the "Property") which is the subject of this Agreement is located at [Physical Address], Lake Stevens, Washington, and is more particularly described as set forth in Exhibit A hereto.
2. **Warranty of Applicant's Authority.** The Applicant hereby warrants to the City that the Applicant is authorized to negotiate and execute this Agreement and to so bind the Property and all fee owners.
3. **Hold Harmless and Indemnification.** The Applicant hereby agrees to protect, defend, Indemnify and hold harmless the City of Lake Stevens and its elected and appointed officials, agents, and employees from and against any and all damages, losses, penalties, settlements, costs, charges, attorney fees, or other expenses or liabilities of any kind, whether direct or indirect, in connection

with, or as a result of, the City's approval of the construction of model homes on the site of the Applicant's preliminary subdivision on the Property.

4. **Applicable Law.** This Agreement shall be governed by and be interpreted in accordance with the laws of the City of Lake Stevens and the State of Washington. Specifically, Applicant agrees to be bound by the provisions of LSCM 14.44.025, including but not limited to, Applicant's agreement to restore the Property to its condition prior to construction of the model home(s) and their associated structures and improvements should the plat not be recorded.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors of each party hereto.

6. **Modification.** This Agreement shall not be modified or amended except in writing signed by the City and Applicant or their respective successors in interest.

7. **Disclosure Upon Transfer.** The Applicant agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, the Applicant shall disclose the existence of this Agreement to the interested party.

8. **No Presumption Against Drafter.** Both parties to this Agreement have had the opportunity for this Agreement to be reviewed and revised by legal counsel, and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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GRANTOR [Owner]

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GRANTOR [Owner]

***(Individual)***

STATE OF WASHINGTON )  
                         )ss.  
COUNTY OF SNOHOMISH )

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

***(Representative)***

STATE OF WASHINGTON      )  
                          )ss.  
COUNTY OF SNOHOMISH     )

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  
\_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party  
for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

DATED this \_\_\_ day of \_\_\_\_\_, 202\_\_\_.

GRANTEE:

CITY OF LAKE STEVENS, A WASHINGTON MUNICIPAL CORPORATION

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Brett Gailey, Mayor

ATTEST:

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CITY CLERK

**Exhibit A**  
**Legal Description of Parcel**