



Appendix C

Sample Hold Harmless and Indemnity Agreement



WHEN RECORDED, RETURN TO:

City of Bellevue
Attn.: Right of Way Use
Transportation Department
P.O. Box 90012
Bellevue, WA 98009

CR# _____ Date _____ Loc _____

RIGHT-OF-WAY HOLD HARMLESS AND INDEMNITY AGREEMENT

Grantor: 1) CITY OF BELLEVUE
Grantee: 1)
2)
Abbrev. Legal: _____
Add. Legal: Exhibit "A"
Assessor's No.: _____

IN THE MATTER OF: _____

This Right-of-Way Hold Harmless and Indemnity Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by the City of Bellevue ("City") and

("Grantee"), the owner(s) of the following-described property situate in King County, Washington:

See Exhibit "A", attached hereto and by this reference made a part hereof.

Grantee has submitted an application to use and occupy the surface, sub-surface, and/or super-surface of the City's right-of-way or public easement in order to erect, install and maintain therein:

(the "Improvements") as generally depicted in City of Bellevue ROW Use Permit No. _____
(ROW Use Permit").

For and in consideration of the permission to occupy such right-of-way as granted pursuant to the ROW Use Permit issued by the City, Grantee, for and on behalf of Grantee and Grantee's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, does hereby covenant and agree to forever indemnify, defend, hold and save the City, its officers, officials, employees, contractors, agents, and invitees, free and harmless from any and all claims, actions, damages and costs, including attorneys' fees, of every kind and description, which may accrue to or be suffered by any person by reason of the Improvements and/or Grantee's use or occupation of the right-of-way or public easement. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not

apply to the extent that any such claims, costs, liabilities and/or damages arise from the negligence of the City, or the City's employees, agents or contractors. For this purpose, Grantee waives with respect to the City any immunity that would otherwise be available under the industrial insurance provisions of Title 51 RCW against the claims to which this immunity extends.

Grantee, at its sole cost and expense, shall be responsible for the maintenance, inspection and repair of the Improvements. Grantee will maintain the Improvements in a state of good repair and efficiency so as to avoid damage to the City's right-of-way. Grantee shall be responsible for and promptly repair any damage to the right-of-way as a result of Grantee's use.

It is understood and agreed by Grantee that permission to occupy the City's right-of-way or public easement herein contemplated is wholly of a temporary nature and vests no permanent rights whatsoever. This Agreement may be terminated by the City by providing Grantee, or the then current property owner of record, with _____ days written notice. If City terminates Grantee's use of the right-of-way or public easement, the Improvements may be ordered removed or otherwise mitigated in a manner determined solely by the City, and Grantee shall bear all costs associated with such removal or mitigation, and shall hold the City harmless from any cost, expense or liability arising from such required removal or mitigation.

It is further understood and agreed by Grantee that any Improvements allowed in the City's right-of-way or public easement, including but not limited to temporary shoring facilities, may be damaged during other use or occupancy of the right-of-way, either by the City or the City's contractors, grantees or invitees or other authorized users of the right-of-way. The Grantee bears all risks associated with such potential damage or removal of the Improvements, and repair and or replacement of such Improvements is not required or allowed under the terms of this Agreement. Any such replacement or repair shall require a new agreement and all other applicable permits and approvals, and shall be at the sole cost and expense of Grantee.

Should the feature be a sidewalk or other necessary feature of the transportation or other City system, the timeline of restoration will be directed by the City. Should Grantee fail to meet such timeline, the City will cause restoration of the feature to then current City standard and bill Grantee for any charges incurred.

This Agreement shall be recorded with the Department of Records and Elections of King County, shall be a covenant running with the land, and shall bind all subsequent owners thereof.

The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

GRANTOR: City of Bellevue

Approved as to Form:

By: _____

By: _____

Vanessa Humphreys,
Assistant Director of Transportation

Monica Buck,
Deputy City Attorney

GRANTEE:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Individual Acknowledgment

STATE OF WASHINGTON
COUNTY OF KING

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) 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 _____, 20_____

(SEAL)

Notary Public _____
Residing at _____
My appointment expires _____

Corporate Acknowledgement

STATE OF WASHINGTON
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 (he/she) signed this
instrument and 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 _____, 20_____

(SEAL)

Notary Public _____
Residing at _____
My appointment expires _____

Exhibit "A"
Legal Description

[Insert Legal Description of the Property Here]