

After recording, return to:
Permit Center
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027-1307

COVENANT NOT TO SUE
Flood Hazard Areas

hereinafter referred to as covenants, of Issaquah, in King County, Washington, being the owners of that certain property commonly known as _____ and legally described as:

_____ have applied to the City of Issaquah for a permit to construct a building and/or reconstruct, make addition to, or alter an existing structure on the above described property which is in a flood hazard area.

Covenants acknowledge that the City of Issaquah has accumulated certain factual information concerning areas within the City subject to flooding which information is available for the covenantor's review and study; that covenants and/or their architect, engineer, or agent have examined such data for the purpose of determining the suitability of covenants' property for residential, commercial or industrial construction in view of any hazard presented by flooding in the area; that such data may not accurately reflect or represent all prior flooding activity in any particular area but is supplied by the City as public service to serve as a general guide for use by landowners to evaluate land conditions; and that based upon such examination and/or other independent study, covenants have independently determined that the subject property is suitable for residential, commercial or industrial construction notwithstanding such risk of flooding in the area.

Now, therefore, in consideration of the City's issuance of Permit # _____, receipt of which is hereby acknowledged, covenants do hereby covenant with the City of Issaquah, their elected or appointed officials, employees or agents, or anyone acting by or through the City of Issaquah, that they will never at any future time sue said City or said designated persons for or on account of any claim for injuries, property damages, loss of services or support, expenses, costs, general damages or in any manner whatsoever arising out of any occurrence, accident or incident that may hereafter occur on or about said premises due to an incident or any and every description on or in the vicinity of the subject premises related to, caused by, or an incident of any flood or flood waters.

The covenants hereby granted to the City of Issaquah shall run with the land and be binding on covenants, their heirs, devisees, successors and assigns and all owners now or hereafter of the land described above.

Covenants further covenant that after execution of this document, the same shall be recorded with the King County Auditor at covenants' expense and that compliance with such recording requirement be supplied the City of Issaquah within thirty (30) days after the date of this document.

SIGNED: _____

STATE OF WASHINGTON)
 :
COUNTY OF KING)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me, _____ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he (they) signed the same as his(their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____.

NOTARY PUBLIC in and for the State of Washington,
residing at _____.