

Development Services Department
City of Port Townsend
250 Madison Street, Suite 3
Port Townsend, WA 98368

HOLD HARMLESS INDEMNIFICATION COVENANT

Grantor(s): Northwest Maritime Center

Grantee: City of Port Townsend, a Washington municipal corporation

RE: Building Permit BLD 22-134

THIS COVENANT is made on this 25th day of August, 2022, by Northwest Maritime Center, whose mailing address is 431 Water Street, Pt. Townsend, WA 98368 (hereinafter "Grantors"). This Covenant shall constitute a burden upon and run with the real property described herein.

Legal description: Grantors are owners of the following described real property (abbreviated):

Lots 1 through 6 and Lots 7 and 8, Block 4 of the Port Townsend Original Townsite, as per plat recorded in Volume 1 of Plats, page 1, records of Jefferson County, Washington.

All situate in the County of Jefferson, State of Washington

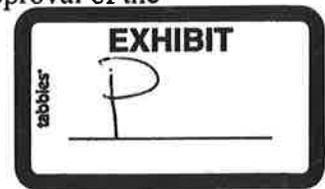
More commonly known as Northwest Maritime Center 431 Water Street, Port Townsend, Washington 98368.

Assessor's Property Tax parcel no. 989700401 and 989700403

In accordance with and in consideration of the Building Permit and the conditions contained therein, Grantors acknowledge, covenant, and agree as follows:

1. Grantor desires to remodel an existing non-residential structure addressed as 431 Water Street. The structure is partially within the FEMA mapped Special Flood Hazard Area (Zone AE). Grantors agree that Grantors are fully aware of the risks inherent in building in the Special Flood Hazard Area.

2. Grantors, as Grantor's' free and voluntary act, accept and assume all risks of loss or damage arising out of the conditions described herein, and further agree to relieve and hold harmless the City of Port Townsend, its officers, agents, and employees, of any liability for approval of the development and the engineering design of the development.



3. Grantors agree to and shall hold harmless and indemnify the City of Port Townsend, its officers, agents, and employees, from and against any and all liability, loss, claims, suits, damages, costs or expenses (including attorney's fees) that may at any time arise or be set up because of reduction in value or damage to property or personal injury by reason of the conditions existing now or hereafter on or around the property, or due to any construction or development or design pursuant to the building or other development permits issued thereunder.

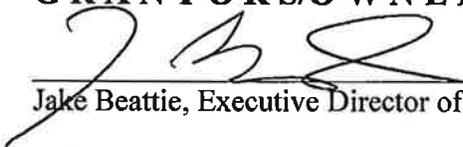
4. Grantors agree that Grantors' representation herein and agreement to hold harmless and indemnify the City of Port Townsend shall be binding upon Grantors, Grantors' heirs, successors, and assigns, and shall run with the land described herein.

5. The Grantors shall record this *Hold Harmless Indemnification Covenant* with the Auditor of Jefferson County, Washington.

6. This Covenant shall not be revoked or amended without the consent of the City of Port Townsend, Development Services Department.

THIS COVENANT is in effect as of the day and year first written above.

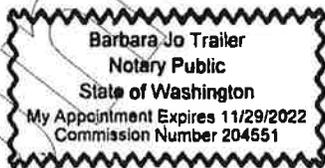
GRANTORS/OWNERS


Jake Beattie, Executive Director of the NWMC

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that Jake Beattie, known to me to be Executive Director of the Northwest Maritime Center, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes mentioned therein.

DATED this 25 day of August, 2022.




Print name:
NOTARY PUBLIC in and for the State of
Washington, County of Jefferson, residing at
1430 Landis Street, PT WA 98368
My commission expires: 11/29/22.