

TP

SUBMITTAL REQUIREMENTS TIER 1 TEMPORARY USE PERMIT

Planning Division

1055 South Grady Way, Renton, WA 98057
Phone: 425-430-7294 | www.rentonwa.gov

The following information is required in an electronic file format in order to apply for a temporary use permit:

- A) **Master Application Form** (completed with property owner signature/s) and **application fee**
- B) **A site plan which meets ALL OF THE FOLLOWING REQUIREMENTS:**
 - 1. **Includes name and type of the proposed business**
 - 2. **Description of the proposed temporary use (discuss time frame use will operate).**
 - 3. **Drawn to scale: 1" = 20'** (Or an alternative scale approved by the Planning Division)
 - 4. **Date and North arrow:** Oriented to the top of the paper / plain sheet
 - 5. **Lot size:** In square feet
 - 6. **Location and dimensions of all existing and proposed:**
 - a) Structures
 - b) Vendor-use vehicles or other exterior display areas
 - c) Distance in feet to property lines
 - d) Refuse area
 - e) Parking spaces
 - 7. **Identify and/or dimension all:**
 - a) Businesses on property
 - b) Property lines
 - c) Streets
 - d) Alleys
 - e) Driveways
 - f) Sidewalks
 - g) Landscape areas
 - h) Fire hydrants
 - i) Electrical line connections
- C) **Seattle & King County Health Department approval** (for food/drink service uses only)
- D) **Abatement Agreement:** This agreement assures the temporary use will ultimately be removed as required by the terms of the permit. For model homes only, please also provide an original signed *Release and Indemnification Agreement* as well.
- E) **Application intake appointment required:** Please contact your assigned project planner directly to schedule an application intake appointment. If no one has been assigned to assist you yet, please contact us at 425-430-7314 and request that a planner be assigned to your application. Please then contact that person directly to schedule a time to submit your application.

Release and Indemnification Agreement for Model Homes

This agreement is made by and between the City of Renton, Washington, a municipal corporation of the State of Washington (“City”) and _____ (“Owners”).

Recitals

The Owners own real property in the City legally described in Exhibit A, attached.

The Owners have submitted an application for building permit(s) and/or a Temporary Use Permit to construct model homes on the real property prior to recording of a short plat or final plat. Since changes to the short plat or final plat may be necessary after construction of the model homes rendering the homes illegal, there is some risk in building the model homes.

In consideration of the inherent risks associated with the construction of buildings in advance of the recording of the plat, the City requires the owner to execute an indemnification agreement prior to any model home construction activities.

Agreement

The parties agree to the following:

1. The City authorizes the Owners to do the work as described in the Temporary Use Permit Application No. _____ once building permits have been obtained.
2. The owners assume the risk that the model home(s) must be removed or reconfigured and therefore release and discharge the City and its representatives from all known and unknown losses, claims, damages or causes of actions which the owners have or may have relating to buildings or structures authorized by the Temporary Use Permit.
3. As a condition of granting Owner permission to construct model homes, Owner agrees to indemnify, defend and hold the City of Renton Harmless from any claims or liens that may be exerted against the property as a result of construction of model homes and use of the unrecorded plat of _____.
4. Owners understand and acknowledge that, should the model home construction not comply with the proposed lot configuration of the final plat, no variances to development standards for either the lots or the homes may be granted as such a situation would be considered a “self-induced hardship”.
5. Owners acknowledge that they understand that any construction begun prior to the recording of the final plat must be in compliance with all City zoning and subdivision requirements (e.g. setbacks, lot coverage, etc.) or removed prior to recording of the final plat. If the final plat is not recorded prior to the expiration of the Temporary Use Permit, Owners acknowledge that the homes must be removed unless complying with all applicable code requirements (e.g. one home per lot, etc.).
6. Applicant will also provide an Abatement Agreement and a security device acceptable to the City to ensure removal of any structures not in compliance with City regulations at the time of

expiration of the Temporary Use Permit and understands construction of the model homes is at Owners' own risk.

- 7. The provisions of this agreement shall bind the parties, their legal heirs, representatives, successors and assigns and shall expire upon the recording of the final plat of

_____.

I, (Print Name) _____, declare that I am (please check one) the owner of the property involved in the application, the authorized representative to act for the property owner (if a corporation, please attach proof of authorization to sign), and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signature of Owner/Representative Date

Signature of Owner/Representative Date

STATE OF WASHINGTON

) SS

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purpose mentioned in the instrument.

Dated

Notary Public in and for the State of Washington

Notary (Print):

My appointment expires: _____