

AFTER RECORDING, MAIL TO:  
City of Mercer Island, Attn: Permitting  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue (Agreement) is effective this 27 day of Oct., 2022. The Parties ("Parties") to this Agreement are the City of Mercer Island, a Washington Municipal corporation ("City") and the following owners (all owners with complete names must be listed) of private property ("Owner(s)").

XIAOXIA WU  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 8480 85TH AVE SE 98040.

B. The Legal Description of the real property ("Property") is as follows:

BENOTHO BEACH UNREC VAL OF UNDEEDED STS & ALLEYS INCL IN ADJ LOT VAL & SH LDS ADJ LESS C & M RGTS PLat Block: Plat Lot: 26-27  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 0736100155.

D. The applicant Owner(s) has/have applied to the City for a BUILDING permit which bears MAIN PERMIT NO. 2202-257 for the purpose of: DEMOLISHING EXISTING SINGLE FAMILY RESIDENCE AND REBUILDING A NEW SINGLE FAMILY RESIDENCE ON WATERFRONT LOT

This agreement applies to all related permits issued, and/or amended at any time in the future, pursuant to this Main Permit.

E. The parties have agreed to enter into this Agreement to address concerns regarding the following circumstances:

1.  Permitted activity will take place on, or may impact a:

- Watercourse
- Wetland
- Shoreline
- Steep slope or slide-prone slope
- Poor soil conditions
- Seismic Liquefaction
- Other geologic hazard or critical area consideration (describe)

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2.  Adjacency of permitted activity to roadways or structures  
 Alternate materials, methods of design or methods of construction will be used (alternate to International Building Code or International Residential Code specifications)

Other (describe)

The area shown on A211 between Gridlines A & B designated as storage room 101 does not conform with requirements for a sleeping room and will not be used as one. This space will be used in an everyday capacity as storage, Under no circumstances will this be used in full time sleeping room capacity.

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NOW, THEREFORE, the Parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE “(AGREEMENT)”:

Pursuant to Mercer Island City Code Section 19.01.060, and in consideration of the City issuing the permit identified in (D) above, which constitutes good and valuable consideration, the receipt of which the Owner(s) acknowledge(s), the Owner(s) covenant(s) not to sue and agree(s) to defend, indemnify, and hold the City of Mercer Island, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Owner or on the Owner’s behalf out of issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

2. RECORDING:

This Agreement shall be recorded by the applicant with the King County Recorder's Office. The permit identified in (D) above shall not be valid until the City has obtained written proof of such recording. Alternately, the City may record this Agreement.

3. COVENANT RUNNING WITH THE LAND:

This Agreement shall be a covenant running with the land and the rights and obligations contained herein shall run with and burden the property identified above, and shall inure to the benefit of and be binding upon the Parties to this Agreement, their heirs, successors and assigns:

- 3 years from approval of final inspection of the permitted work; or
- \_\_\_ years from approval of final inspection of the permitted work; or
- without limitation as to a period of years.

4. INSPECTION. The City's inspection or acceptance of any of the Owner's construction or other work either during construction or when completed shall not be grounds to avoid any of the obligations of this Agreement.

5. COMPLIANCE WITH LAWS: All permitted activities shall be conducted in accordance with all applicable federal, state, and City laws including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), the Model Toxics Control Act ("MTCA"), the Superfund Amendment Reauthorization Act ("SARA"), The Endangered Species Act ("ESA"), and the State Environmental Policy Act ("SEPA").

DATED this 27 day of Oct., 2022



OWNER (signature)

Name: XIAOXIA WU  
(please print)

OWNER (signature)

Name: \_\_\_\_\_  
(please print)

(If married, both spouses must sign, and both signatures must be notarized.)

STATE OF WASHINGTON )  
 ) ss [INDIVIDUAL ACKNOWLEDGMENT]  
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/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

\_\_\_\_\_  
Printed Name

My Appointment Expires \_\_\_\_\_

**SEE ATTACHED  
NOTARIAL CERTIFICATE**

STATE OF WASHINGTON )  
 ) ss [INDIVIDUAL ACKNOWLEDGMENT]  
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/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

\_\_\_\_\_  
Printed Name

My Appointment Expires \_\_\_\_\_

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 27 OCTOBER 2022 before me, Paola Diaz, Notary Public,  
(Here insert name and title of the officer)

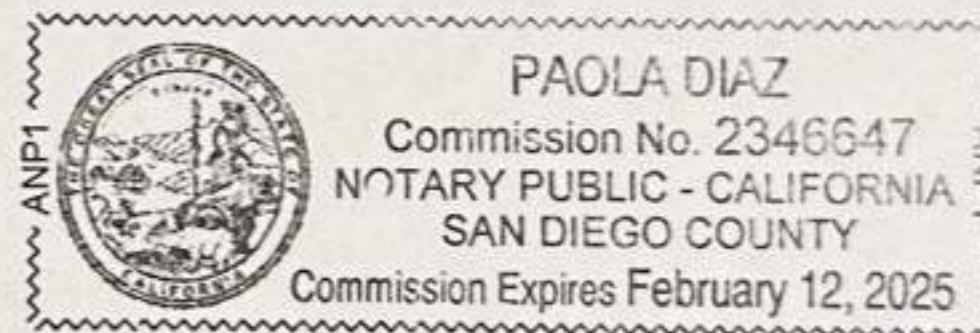
personally appeared XIADIXIA WU,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Paola Diaz*  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Indemnification and Hold  
(Title or description of attached document)

Harmless Agreement  
(Title or description of attached document continued)

Number of Pages 4 Document Date 27 Oct 22

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.