



20230807000459

AGREEMENT Rec: \$209.50
8/7/2023 11:54 AM
KING COUNTY, WA

AFTER RECORDING, MAIL TO:
City of Mercer Island, Attn: _____
9611 SE 36th Street
Mercer Island, WA 98040

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue (“Agreement”) is effective this 31st day of July, 2023. 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)”).

Wellmon Revocable Trust

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 6333 77th Ave SE, 98040.

B. The Legal Description of the real property (“Property”) is as follows:
LAKE VIEW HIGHLANDS WATERFRONT TR N 8.21 FT OF 1 ALL 2 & SH
LDS ADJ PLat Block: Plat Lot: 1-2

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

C. The Parcel Number of the Property is as follows: 4097100010.

D. The applicant Owner(s) has/have applied to the City for a BUILDING permit which bears MAIN PERMIT NO. 2305-179 for the purpose of: DEMO/REBUILD NEW SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE

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
 - Other geologic hazard or critical area consideration (describe)
SEISMIC

 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 specifications)
 - Other (describe)
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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. (For circumstances related to activity in critical areas listed in (E)(1))

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 31st day of July, 2023.

OWNER:

Wellmon Revocable Trust

(name of corporation, partnership, etc.)

By:  
(signature)

Name: Nicholas Wellmon Lindsey Wellmon
(please print)

Title: Trustees
(please print)

STATE OF WASHINGTON)
) ss [REPRESENTATIVE ACKNOWLEDGMENT]
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Nicholas Wellmon and
Lindsey Wellmon

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the HOLD HARMLESS AGREEMENT of 6333 77th Ave SE, 98040, to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the 31st day of July 2023.

[Signature]

Notary Public in and for the State of Washington

Prem Kumar Shanmugam

Printed Name

My Appointment Expires 01/17/27



Wellmon Revocable Trust Agreement

This Agreement is made as of December 20, 2018, by and between Nicholas R. Wellmon (“Nick”), of Seattle, Washington, and Lindsey B. Wellmon (“Lindsey”), of Seattle, Washington, as Settlers and trustees (the “trustee”).

We, Nick and Lindsey, as Settlers, hereby transfer to the trustee the property described in the attached Schedule A, which shall constitute the initial principal of the “Wellmon Revocable Trust” (hereinafter sometimes referred to as the “Revocable Trust”). The trust property shall be administered and disposed of as follows:

ARTICLE I

RETAINED POWERS

A. *Joint Powers.* By a duly acknowledged instrument delivered to the trustee, during any time both of us are living and do not lack testamentary capacity, we jointly may (1) amend this Agreement in any way, except that the duties, powers, immunities, liabilities and compensation of the trustee may not be modified by such amendment without the written consent of the trustee, (2) revoke this Agreement and the trust created hereunder (in which case, as soon as practicable thereafter, the trustee shall deliver all the trust property to us or as we otherwise may direct), (3) remove any trustee with or without cause (in which case such duly acknowledged instrument shall be delivered to all trustees including the trustee being removed), and (4) designate one or more persons, or a corporate trustee, to act as an additional trustee, as our successor trustee or as substitute or successor trustee to any other person or entity.

B. *Separate Powers; Revocation.* By a duly acknowledged instrument delivered to the trustee, during any time both of us are living, either of us who does not lack testamentary capacity may revoke this Agreement and the trust created hereunder, in which case, as soon as possible thereafter, the trustee shall transfer and deliver (1) the trust property that is our community property to us, (2) the trust property that is Nick’s separate property to Nick, and (3) the trust property that is Lindsey’s separate property to Lindsey.

ARTICLE II

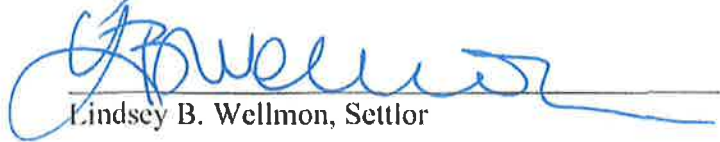
FAMILY

We are married to each other. We currently have one child: Taylor R. Wellmon, born January 8, 2018 (“Taylor”). Neither of us currently has any other living children or deceased children who left surviving descendants.

IN WITNESS WHEREOF, we have hereunto set our hand as of the date first set forth above.



Nicholas R. Wellmon, Settlor

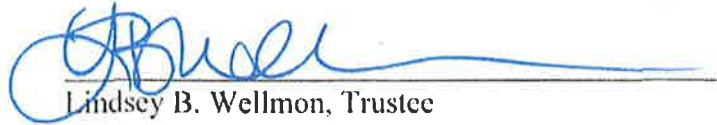


Lindsey B. Wellmon, Settlor

The undersigned hereby accept the trusteeship hereof and the property listed in the attached Schedule A and agree to hold and administer the trust property pursuant to the terms and provisions of this Agreement. all as of the date first set forth above.



Nicholas R. Wellmon, Trustee

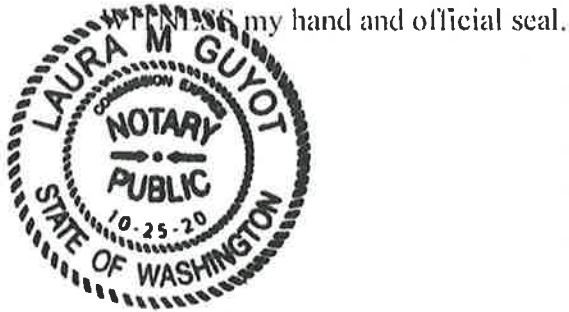


Lindsey B. Wellmon, Trustee

Acknowledgment

STATE OF WASHINGTON)
) : ss.
COUNTY OF KING)

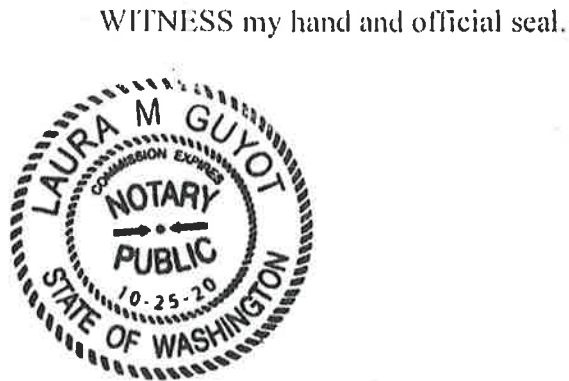
On this 20th day of December, 2018, before me, the undersigned a Notary Public in and for said County and State, personally appeared Nicholas R. Wellmon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and who acknowledged to me that he executed it.



Signature: *Laura M. Guyot*
Name (print): Laura M. Guyot
NOTARY PUBLIC in and for the State of
Washington, residing at: Mountlake Terrace, WA
My appointment expires: 10/25/20

STATE OF WASHINGTON)
) : ss.
COUNTY OF KING)

On this 20th day of December, 2018, before me, the undersigned a Notary Public in and for said County and State, personally appeared Lindsey B. Wellmon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and who acknowledged to me that she executed it.



Signature: *Laura M. Guyot*
Name (print): Laura M. Guyot
NOTARY PUBLIC in and for the State of
Washington, residing at: Mountlake Terrace, WA
My appointment expires: 10/25/20