

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 29 day of January, 2024. 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)”).

Steve Edward Hearon

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at _____ 8019 SE 20th Street _____.

B. The Legal Description of the real property (“Property”) is as follows:
PARCEL B, CITY OF MERCER ISLAND SHORT PLAT NO. 77-12-047 AS RECORDED UNDER
KING COUNTY RECORDING NO. 7802100693

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

C. The Parcel Number of the Property is as follows: 7802100693 _____.

D. The applicant Owner(s) has/have applied to the City for a _____
BUILDING permit which bears
MAIN PERMIT NO. 2306-282 for the
purpose of: DEMOLISH EXISTING SINGLE FAMILY RESIDENCE AND REBUILD NEW
SINGLE FAMILY RESIDENCE

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

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 29th day of January, 2024.


 OWNER (signature)
 Name: Steve Heaven
 (please print)

 OWNER (signature)
 Name: _____
 (please print)

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

STATE OF Arizona)
) ss [INDIVIDUAL ACKNOWLEDGMENT]
COUNTY OF Maricopa)

I certify that I know or have satisfactory evidence that Steve Hearon

(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 29th day of January 2024.



Deborah Ann Roddick

Notary Public in and for the State of Washington

Printed Name

My Appointment Expires _____

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 _____