



20230427000217

AGREEMENT Rec: \$208.50
4/27/2023 10:33 AM
KING COUNTY, WA

Return Address:

Ananta S. Gudipaty
3632 90th Ave SE
Mercer Island, WA 98040

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Hold Harmless Agreement 2. _____
- 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Ananta Gudipaty, Satya Gudipaty
- 2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. City of Mercer Island
- 2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

MADRONA CREST ADDITION, PLAT BLOCK 4, PLAT LOT 5

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned

Assessor Tax # not yet

Parcel 5021900490

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

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 9th day of Dec, 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)").

ANANTA GUDIPATY

SATYA GUDIPATY

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at _____ 3632 90TH AVE SE 98040.

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

MADRONA CREST ADD PLat Block: 4 Plat Lot: 5

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

C. The Parcel Number of the Property is as follows: 5021900490.

D. The applicant Owner(s) has/have applied to the City for a _____ permit which bears _____

BUILDING
MAIN PERMIT NO. 2210-198 for the
purpose of: DEMO EXISTING SINGLE FAMILY RESIDENCE AND REBUILD NEW SINGLE
FAMILY RESIDENCE WITHIN A CRITICAL AREA

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)

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)

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 9th day of December, 2022.

Ananta S. Gudipaty
OWNER (signature)

Name: ANANTA S. GUDIPATY
(please print)

Satya C. Gudipaty
OWNER (signature)

Name: SATYA C. GUDIPATY
(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 Ananta S. Gudipaty

(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 9th day of December 2022.



Annie Southavong
Notary Public in and for the State of Washington
Printed Name Annie Southavong
My Appointment Expires January 11th, 2023

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

I certify that I know or have satisfactory evidence that Satya V. C. Gudipaty

(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 9th day of December 2022.



Annie Southavong
Notary Public in and for the State of Washington
Printed Name Annie Southavong
My Appointment Expires January 11th, 2023