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

INDEMNIFICATION A	ND HOLD H	ARMLESS AGREEMENT
this 29 day of January, 2024.	The Parties ("P unicipal corporat	t Not to Sue_(Agreement") is effective arties") to this Agreement are the City ion ("City") and the following owners roperty ("Owner(s)").
Steve Edward Hearon		
A. The applicant(s) is/a of Mercer Island located at		of the real property situated in the City 9 SE 20th Street
B. The Legal Description	on of the real prop	perty ("Property") is as follows:
PARCEL B, CITY OF MERCER ISLAN KING COUNTY RECORDING NO. 78		NO. 77-12-047 AS RECORDED UNDE
[If not enough space, attach	separate sheet lab	peled Exhibit A.]
C. The Parcel Number of	of the Property is	as follows:7802100693
D. The applicant Ov BUILD		ve applied to the City for a permit which bears
MAIN PERMIT NO. purpose of: DEMOLISH EXISTING S SINGLE FAMILY RESIDENCE		i-282 for the
This agreement applies to all relate future, pursuant to this Main Permit		d, and/or amended at any time in the
S:\DSG\FORMS\HH-indv	07/2016	Main Permit No. 2306-282

E. the fol	The parties have agreed to enter into this Agreement to address concerns regarding lowing 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. <u>INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE "(AGREEMENT"):</u>

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.

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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

- 4. <u>INSPECTION</u>. 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. <u>COMPLIANCE WITH LAWS</u>: 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 29 Hay	of January	, 20 <u>24</u> .	
Stee	=		
OWNER (signature)	4 /		
Name: Steve 1	tegran		
(please print)			
OWNER (signature)			
Name:			
(please print)			
(If married, both spouses must si	gn, and both signatures must be	notarized.)	
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STATE OF Arizona) ss	[INDIVIDUAL ACKNOWL	FDGMFNT1
COUNTY OF Maricopa)		ALD GIVE IVI
I certify that I know or have satisfactor	ry evidence that	learon
(is/are) the person(s) who appeared be signed this instrument and acknowled and purposes therein mentioned in the	ged it to be (his/her/their) free	
Given under my hand and seal the $\frac{2}{}$	9th day of January	2024
Given under my hand and seal the2	Dianoa	lauct—
DEBORAH ANN RODDICK	Notary Public in and for the	State of Washington
Explica March 19, 2028	Printed Name	
	My Appointment Expires	
COUNTY OF KING)	[INDIVIDUAL ACKNOWL	
I certify that I know or have satisfactor	y evidence that	
(is/are) the person(s) who appeared be signed this instrument and acknowledge and purposes therein mentioned in the	ged it to be (his/her/their) free	
Given under my hand and seal the	day of	
	Notary Public in and for the S	State of Washington
	Printed Name My Appointment Expires	

07/2016

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