
CITY OF MERCER ISLAND

COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | www.mercerisland.gov



HOLD HARMLESS AGREEMENT INSTRUCTIONS

It is now the responsibility of the permit applicant to complete and record the attached Indemnification and Hold Harmless Document. Prior to issuance of your permit, you will need to demonstrate that the attached document has been signed by all property owners and recorded with the [King County Recorder's Office](#). City Staff is no longer able to provide recording services. Thank you for your understanding.

FILL IN THE FORM

1. Fill in the "effective date" (near the top of page one). This should be the date the last required signature is added to the document.
2. Ensure all fields on page one of the document have been filled in. King County will not record the document if these fields are empty. Contact us at epermit.tech@mercerisland.gov if you have questions about fields that are left blank.

SIGN IN FRONT OF A NOTARY

1. **The document must be signed in front of a notary.** All individuals listed on the property title, and any non-titled legal spouse(s), must sign the document in front of a notary. In the case of a property owned by a corporation or partnership (etc.), an authorized member of the organization may be the sole signer.
2. Be careful to leave one-inch clear margins on all pages of the document. King County will not record the document if the margins are not clear. Do not sign or stamp within the one-inch page margins.

RECORD THE DOCUMENT WITH KING COUNTY

1. At the time of the writing of this handout, you can record a document in person or by mail with the [King County Recorder's Office](#) at:
201 S Jackson St, Suite 204
Seattle, WA 98104.
2. Check their website to determine the most efficient way to access their services and the related fees.
3. Make sure there is an abbreviated legal description on the first page.
4. Include Payment. Include a personal check, cashier's check, or money order for the processing fee. **This document falls into the "All Other Documents" category in their fee table.**
5. Do not record this instructions page. You need only record the following pages, and any necessary legal description exhibit.

PROVIDE A COPY OF THE RECORDED DOCUMENT TO THE CITY

1. Email a copy of the recorded document to epermit.tech@mercerisland.gov to avoid delays with permit issuance at time of approval.

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 ____ day of _____, 20___. 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)”).

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

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

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

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

D. The applicant Owner(s) has/have applied to the City for a _____ permit which bears
MAIN PERMIT NO. _____ for the
purpose of: _____

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 _____ day of _____, 20_____.

OWNER (signature)

Name: _____
(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 _____

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.

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