20230524000331
AGREEMENT Rec: $206.50
5/24/2023 11:09 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 19 day of May, 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)").

ANGIULI CARMEN L-TTEE+ET AL

Unofficial Copy

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 4001 W MERCER WAY 98040.

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

ISLAND PARK REPLAT OF NELY 150 FT PLat Block: C Plat Lot: 1-2

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

C. The Parcel Number of the Property is as follows: 3623500365.

D. The applicant Owner(s) has/have applied to the City for a SITE DEVELOPMENT permit which bears MAIN PERMIT NO. 2302-129 for the purpose of: SUBDIVIDE THIS PROPERTY INTO TWO LOTS

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)

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)

Unofficial Copy

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.

Unofficial Copy

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 19 day of May, 2023.

OWNER: Angiuli Pacific Residence Trust, JJW Properties, LLC, AW Property Group, LLC as Tenants in Common
(name of corporation, partnership, etc.)

By: Carmen Angiuli
(signature)

Name: Carmen Angiuli
(please print)

Title: Manager
(please print)

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

I certify that I know or have satisfactory evidence that CARMEN ANGIULI

(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 MANAGER of ANGIULI PACIFIC RESIDENCE TRUST, JJW PROPERTIES, LLC. : AW PROPERTY GROUP, LLC. 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 19TH day of MAY 2023.

Unofficial Copy

Pamela Iacopi Goulder
Notary Public in and for the State of Washington
Pamela Iacopi Goulder
Printed Name
My Appointment Expires 2.14.2024

PAMELA IACOPI GOULDER
Notary Public
State of Washington
Commission # 46108
My Comm. Expires Feb 14, 2024