

AFTER RECORDING RETURN TO:

Department of Planning and Community Development
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

RELEASE AND INDEMNIFICATION AGREEMENT

Grantor: Jeffrey and Meisha Rouser

Grantee: City of Bainbridge Island

Short Legal Description: Section: 33 Township: 26N Range: 2E

[Complete Legal Description on page 5]

Assessor's Tax Parcel ID#: 6504-000-005-0003

Reference Numbers of Documents Released or Assigned: N/A

This Agreement is made by and between the City of Bainbridge Island, Washington, a municipal corporation of the State of Washington ("City") and Jeffrey and Meisha Rouser, ("Owners").

RECITALS

A. The Owners own real property in the City, which real property is legally described on Exhibit A, attached hereto and incorporated by this reference ("Real Property"). The Real Property is located at the address of 6450 NE Adas Will Lane, Bainbridge Island, WA 98110.

B. The Owners have submitted an application for a development proposal on the Real Property, under the City's File No: BLD22834 R-SFR.

C. The Real Property contains a geologically hazardous area. Geologically hazardous areas shall be classified based upon landslide history and the presence of unstable soils, steepness of slopes, erosion potential, and seismic hazards. Areas in this category are a potential threat to public health, safety, and welfare when construction is allowed. While some potential risk due to construction can be reduced through structural engineering design, construction in these areas should be avoided when the potential risk cannot be reduced to a level comparable to the risk if the site were initially stable prior to construction. Bainbridge Island Municipal Code ("BIMC") 16.20.150C.

D. In consideration of the risks inherent in construction of buildings or structures in geologically hazardous areas, the City requires the owners of real property on which development is proposed in a geologically hazardous area and buffers to execute an indemnification agreement prior to any construction activities. BIMC 16.20.150.D.

AGREEMENT

The parties agree as follows:

1. **Permit Processing.** The City agrees that the Owners' submission of this Agreement meets the requirements of BIMC 16.20.150.D. The City shall process the building permit application submitted under City File No. BLD22834 R-SFR subject to the Owners meeting all requirements of all applicable codes, regulations, rules, and other laws.
2. **Release.** The Owners release and discharge the City and its officers, employees, agents, successors, assigns and consultants from all known and unknown losses, liabilities, claims, damages or causes of action that the Owners have or may have relating to, arising out of, or resulting from, directly or indirectly, soil movement or the construction of buildings, structures and improvements on the Real Property, including but not limited to unintended results from maintenance, modification, or aging of drainage.
3. **Indemnification and Hold Harmless.** The Owners agree to indemnify and hold harmless the City and its officers, employees, agents, successors, assigns and consultants from and against any losses, liabilities, claims, damages, or causes of action (including attorneys' fees incurred in defense thereof), for deaths or injuries to persons or loss of or damage to property, occurring either on or off the Real Property, sustained by the City or its officers, employees, agents, successors, assigns and consultants, or any other person or entity, relating to, arising out of, or resulting from, directly or indirectly, soil movement or the construction of buildings, structures and improvements on the Real Property, including but not limited to unintended results from maintenance, modification, or aging of drainage and any other City or private facilities, except for losses, liabilities, claims, demands, or causes of action caused solely by the negligence or willful misconduct of the City, or its officers, employees, agents, successors, assigns or consultants. In the event any such loss, liability, claim, demand or

cause of action is caused by the joint negligence of the Owners and the City, the Owners' indemnification of the City shall be enforceable to the extent of the Owners' negligence. The Owners shall give the City prompt notice in the event of claims potentially covered by this Agreement.

4. **Binding Nature.** The provisions of this Agreement shall inure to the benefit of and be binding on the parties and their respective heirs, representatives, successors and assigns. The provisions of this Agreement shall constitute covenants running with the Real Property.

5. **Recording.** This Agreement shall be recorded with the Kitsap County Auditor.

6. **Attorneys' Fees.** In the event of any dispute relating to or arising out of this Agreement, including mediation, arbitration or litigation, then the prevailing party shall be awarded all costs and expenses, including reasonable attorney fees, incurred in connection with the dispute.


DATED: June 29, 2018

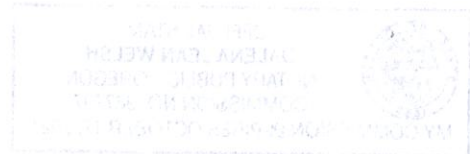
CITY OF BAINBRIDGE ISLAND

By 
Gary R. Christensen (Director)

Its: Director of Planning and Community Development

OWNER(S)


Jeffrey and Meisha Rouser



STATE OF WASHINGTON)

) ss:

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Gary R. Christensen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was ^{Director, PCB} authorized to execute the instrument, and acknowledged it as the ~~City Administrator~~ of City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: June 29, 2018

Jane M. Rasely
NAME: Jane M. Rasely
(print name)

Notary Public in and for the State of Washington.
Commission Expires: 6-9-20

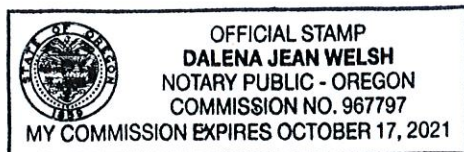
STATE OF WASHINGTON)

Oregon) ss:

COUNTY OF KITSAP)

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I certify that I know or have satisfactory evidence that Jeffrey Raiser is the person who appeared before me, and said person acknowledged that they signed this **Indemnification Agreement** and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



DATED: July 14 2018

Dalena Jean Welsh
NAME: Dalena Jean Welsh
(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: October 17 2021

cause of action is caused by the joint negligence of the Owners and the City, the Owners' indemnification of the City shall be enforceable to the extent of the Owners' negligence. The Owners shall give the City prompt notice in the event of claims potentially covered by this Agreement.

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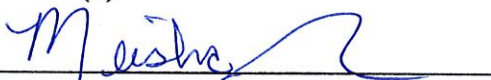
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CITY OF BAINBRIDGE ISLAND

By 
Gary R. Christensen (Director)

Its: Director of Planning and Community Development

OWNER(S)


Jeffrey and Meisha Rouser

STATE OF WASHINGTON)

) ss:

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Gary R. Christensen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Director, PCB of City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: June 29, 2018

Jane M. Rasely
NAME: Jane M. Rasely
(print name)

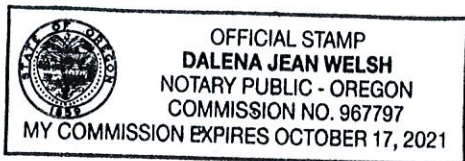
Notary Public in and for the State of Washington.
Commission Expires: 6-9-20

STATE OF WASHINGTON)

) ss:

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Meisha Raiser is the person who appeared before me, and said person acknowledged that they signed this **Indemnification Agreement** and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



DATED: July 14 2018

Dalena Jean Welsh
NAME: Dalena Jean Welsh
(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: October 17, 2021

Legal Description

LOT 5, GRAHAM PLACE, AS RECORDED IN VOLUME 22 OF PLATS, PAGE 13,
RECORDS OF KITSAP COUNTY, WASHINGTON.

