

**PURCHASER ACKNOWLEDGEMENT AND INDEMNITY
AGREEMENT REGARDING
RENNINGER SUBDIVISION
US ARMY CORPS OF ENGINEERS WETLANDS FILL PERMIT
POA-2013-695**

Purchaser(s): _____

Legal Description: Lot _____, Renninger Subdivision, according to Plat No. 2015-47, Juneau Recording District, First Judicial District, State of Alaska.

I/WE, AS PURCHASERS OF THE ABOVE-REFERENCED PROPERTY, HEREBY ACKNOWLEDGE THAT:

1. The City and Borough of Juneau (“CBJ”) is the holder of US Army Corps of Engineers (“Corps”) Permit POA-2013-695 (“Permit”), which authorizes CBJ to discharge fill materials into waters of the United States, including wetlands, in conjunction with the construction of the Renninger Subdivision. Specifically, the Permit authorizes the permittee to discharge fill into wetlands for the construction of house pads, and driveways.
2. Effective at closing, CBJ grants permission to the purchasers of lots in the Renninger Subdivision to place fill on wetlands located on the purchasers’ lots, for such purposes named above, pursuant, and specifically subject to, the terms and conditions of CBJ’s Permit.
3. I/we have reviewed, and been provided with a copy of the Permit and have had the opportunity, if desired, to seek professional counsel with respect to the Permit.
4. I/we agree to be bound by, and comply with, the terms and conditions of said Permit, to the extent applicable to the lot(s) identified above.
5. I/we assume full legally responsibility for complying with all of the terms and conditions of the Permit, as it pertains to the above-referenced lot(s), including, but not limited to, restrictions on the amount of fill, location and placement of fill, fill methods, and all other matters addressed in the Permit.
6. CBJ’s grant of permission to fill pursuant to the Permit is conditioned on full compliance with the Permit. I/we further acknowledge that any conduct or action taken on the above-referenced lot(s) in violation of the Permit or other federal law will be

deemed to have occurred without permit authorization, and could subject me, as the property owner, to criminal prosecution and/or other civil action.

7. In the event my development plans call for fill or other actions not authorized by this Permit, I /we assume sole responsibility for seeking, and assume all risk with respect to the issuance or non-issuance of, a separate permit from the U.S. Army Corps of Engineers.

8. I/we agree to defend, indemnify, and hold harmless CBJ and its officers, agents, and employees from any loss, damage, claim or action of any type arising out of the development of the above-described lot(s) and/or noncompliance or violation of U.S. Army Corps of Engineers Permit POA-2013-695. This agreement to defend, indemnify and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment or verdict, and includes the award of any attorney fees even if in excess of Alaska Civil Rule 82.

Signatures:

Purchaser

Date

Purchaser

Date

Purchaser

Date

Purchaser

Date