

Advance Notice  
March 23, 2023

**Briarwood ES – Declaration of Covenant for Inspection and Maintenance of Stormwater Facilities and BMPS – Mullins**

**Action to be taken: I recommend the Board approve the Declaration of Covenant for Inspection and Maintenance of Stormwater Facilities and BMPS**

The declaration of covenant is a recorded agreement between ISD and King County. ISD shall maintain the Briarwood Elementary School storm water facility appropriately and allow King County access to the property to inspect the storm water facilities. King County can direct ISD to properly maintain the storm water facilities. If ISD does not properly maintain the storm water facilities King County can perform the maintenance themselves and charge ISD for maintenance work performed. Such declarations are standard practice. Approval of the declaration of covenant as presented is recommended.

Tom Mullins will be present to answer any questions the board may have regarding this recommendation.

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*Please scroll down to view documentation related to this request for Declaration of Covenant (5 pages).*

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Issaquah School District  
5150 220th Ave SE  
Issaquah, WA 98029

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## DECLARATION OF COVENANT FOR INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND BMPS

Grantor: Issaquah School District

Grantee: King County

Legal Description: Tract 2 in Block 6 of Renton Suburban Tracts, according to the plat recorded in  
Volume 57 of Plats at Pages 72 and 73, in King County, Washington. Together with Lots 1 through 6  
of Renton Suburban Tracts, according to the Plat recorded in Volume 47 of Plats at Pages 72 and 73 in King  
County, Washington.

Additional Legal(s) on: \_\_\_\_\_

Assessor's Tax Parcel ID#: 1323059026

IN CONSIDERATION of the approved King County COMMERCIAL BUILDING permit  
for application No. B11C0006 relating to the real property ("Property") described  
above, the Grantor(s), the owner(s) in fee of that Property, hereby covenants(covenant) with King  
County, a political subdivision of the state of Washington and its municipal successors in interest and  
assigns ("King County" and "the County", or "its municipal successor"), that he/she(they) will observe,  
consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 through 10

below with regard to the Property, and hereby grants(grant) an easement as described in Paragraphs 2 and

3. Grantor(s) hereby grants(grant), covenants(covenant), and agrees(agree) as follows:

1. The Grantor(s) or his/her(their) successors in interest and assigns ("Owners") shall at their own cost, operate, maintain, and keep in good repair, the Property's stormwater facilities and best management practices ("BMPs") identified in the plans and specifications submitted to King County for the review and approval of permit(s) #: B11C0006. Stormwater facilities include pipes, swales, tanks, vaults, ponds, and other engineered structures designed to manage stormwater on the Property. Stormwater BMPs include dispersion and infiltration devices, native vegetated areas, permeable pavements, vegetated roofs, rainwater harvesting systems, reduced impervious surface coverage, and other measures designed to reduce the amount of stormwater runoff on the Property.

2. King County shall have the right to ingress and egress over those portions of the Property necessary to perform inspections of the stormwater facilities and BMPs and conduct other activities specified in this Declaration of Covenant and in accordance with King County Code ("KCC") 9.04.120 or relevant municipal successor's codes as applicable. This right of ingress and egress, right to inspect, and right to perform required maintenance or repair as provided for in Section 3 below, shall not extend to within any buildings on the property.

3. If King County determines that maintenance or repair work is required to be done to any of the stormwater facilities or BMPs, the Director of the Water and Land Resources Division or its municipal successor in interest ("WLR") shall give notice of the specific maintenance and/or repair work required pursuant to KCC 9.04.120 or relevant municipal successor's codes as applicable. The Director shall also set a reasonable time in which such work is to be completed by the Owners. If the above required maintenance or repair is not completed within the time set by the Director, the County may perform the required maintenance or repair, and hereby is given access to the Property, subject to the exclusion in Paragraph 2 above, for such purposes. Written notice will be sent to the Owners stating the County's intention to perform such work. This work will not commence until at least seven (7) days after such

notice is mailed. If, within the sole discretion of the WLR Director, there exists an imminent or present danger, the seven (7) day notice period will be waived and maintenance and/or repair work will begin immediately.

4. If at any time King County reasonably determines that a stormwater facility or BMP on the Property creates any of the hazardous conditions listed in KCC 9.04.130 or relevant municipal successor's codes as applicable and herein incorporated by reference, the WLR Director or equivalent municipal successors official may take measures specified therein.

5. The Owners shall assume all responsibility for the cost of any maintenance or repair work completed by the County as described in Paragraph 3 or any measures taken by the County to address hazardous conditions as described in Paragraph 4. Such responsibility shall include reimbursement to the County within thirty (30) days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate as liquidated damages. If legal action ensues, the prevailing party is entitled to costs or fees.

6. The Owners are hereby required to obtain written approval from the King County WLR Director prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in open vegetated stormwater facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the stormwater facilities and BMPs referenced in this Declaration of Covenant.

7. Any notice or consent required to be given or otherwise provided for by the provisions of this Agreement shall be effective upon personal delivery, or three (3) days after mailing by Certified Mail, return receipt requested.

8. With regard to the matters addressed herein, this agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

9. This Declaration of Covenant is intended to protect the value and desirability of the real property described above, and shall inure to the benefit of all the citizens of King County and its

municipal successors and assigns. This Declaration of Covenant shall run with the land and be binding upon Grantor(s), and Grantor's(s') successors in interest, and assigns.

10. This Declaration of Covenant may be terminated by execution of a written agreement by the Owners and King County or the municipal successor that is recorded by King County in its real property records.

IN WITNESS WHEREOF, this Declaration of Covenant for the Inspection and Maintenance of Stormwater Facilities and BMPs is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
GRANTOR, owner of the Property

\_\_\_\_\_  
GRANTOR, owner of the Property

STATE OF WASHINGTON    )  
COUNTY OF KING        )ss.

On this day personally appeared before me:

\_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Printed name  
Notary Public in and for the State of Washington,  
residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_