

After Recording Return To:

City Clerk
City of Issaquah
PO Box 1307
Issaquah, WA 98027-1307

**DECLARATION OF COVENANT
FOR INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES**

Grantor: SSHI LLC DBA D.R. Horton

Grantee: City of Issaquah

Legal Description: PTN NORTHWEST QUARTER OF THE NORTHEAST QUARTER,
SECTION 22, TWP. 24 N., RGE. 6 E., W.M., CITY OF ISSAQUAH, KING COUNTY, WA

Additional Legal(s) on: Exhibit A

Assessor's Tax Parcel ID Number: 2224069039

Site Address: 4929 Issaquah-Pine Lake Road SE Issaquah, WA 98029

SW23-00021

IN CONSIDERATION of the approved City of Issaquah Permit Numbers _____ ("Permit") for the Parkland Heights Project, relating to the real property ("Property") described above, the Grantor(s), the owner(s) in fee of that Property, hereby covenants (covenant) with the City of Issaquah ("the City"), a political subdivision of the state of Washington, that he/she/they will observe, consent to, and abide by the conditions and obligations set forth and described below with regard to stormwater drainage facilities located on the Property:

1. The Grantor ("Owner(s)") and the applicant required to construct a stormwater drainage facility shall remain responsible for the facility's continual performance, operation and maintenance in accordance with the original design of such facility as authorized by the Permit

and the standards and requirements of the City as specified in Issaquah Municipal Code (IMC) Chapter 13.28 (or successor chapters), and shall remain responsible for any liability as a result of these duties. This requirement shall apply to all drainage facilities authorized under the Permit and not otherwise accepted by the City for maintenance in accordance with IMC 13.28.080. Stormwater facilities include pipes, swales, tanks, vaults, ponds, dispersion, and infiltration devices, bioretention facilities, rain gardens, native vegetated areas, permeable pavements, vegetated roofs, rainwater harvesting systems, reduced impervious surface coverage, and other measures and best management practices designed to control and/or reduce the amount of stormwater runoff on the Property. A copy of the operation and maintenance manual prepared in accordance with the approved permit for the facility shall be retained onsite or within reasonable access to the site, and shall be transferred with the property to the new owner.

2. The City shall have the right at reasonable times to ingress and egress over those portions of the Property necessary to perform inspections of the stormwater facilities constructed under the Permit and conduct other activities specified in this Declaration of Covenant and in accordance with IMC 13.28.130. The City will make reasonable attempts to notify Owner and request entry.

3. Owners shall at their own cost, operate, maintain, and keep in good repair their stormwater facilities and best management practices (BMPs) identified in the plans and specifications approved by the Permit. The City is authorized to issue orders requiring maintenance and/or repair in accordance with IMC 13.28.090. Maintenance and/or repairs shall be performed in accordance with the following:

- a. All drainage facilities shall be maintained in accordance with this chapter and the Surface Water Design Manual as adopted by IMC 13.28.030. Disposal of waste from maintenance activities shall follow all applicable Federal, State and local regulations.
- b. Whenever the Director (or duly authorized official) determines that any existing construction site, erosion and sedimentation problem, developed parcel with runoff containing contaminants, and/or drainage facility poses a hazard to life and limb, endangers any property, endangers the health of aquatic life and/or habitat, and/or adversely affects the condition or capacity of other drainage facilities, the safety and operation of public right-of-way, utilities, waters of the State, and/or other property owned or maintained by the City, the Owner, upon receipt of notice in writing from the Director shall within the period specified therein repair or otherwise address the cause of the hazardous situation in conformance with the requirements of this chapter.
- c. Should the Director have reasonable cause to believe that the situation is so adverse as to preclude written notice, the Director may take the measures necessary to eliminate the hazardous situation; provided, that the Director shall first make a reasonable effort to locate the owner before acting. If the Owner does not affect maintenance and/or repairs as required by orders issued to the Owner, the City may perform such work.

4. The duties specified herein with regard to reimbursement of maintenance costs shall be enforced against the Owner. Such responsibility shall include reimbursement to the City within 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. If costs are incurred and a financial guarantee pursuant to this chapter or other City requirement has been posted, the Director shall have the authority to collect against the financial guarantee to cover costs incurred.


5. The Owners are not allowed to make any alterations or modifications to the stormwater facilities referenced in this Declaration of Covenant without prior approval of the City.

6. Any notice or consent required to be given or otherwise provided for by the provisions of this Agreement shall be effective upon delivery.

7. This Declaration of Covenant is intended to protect the value and desirability of the real property described above and surrounding areas and shall benefit all the citizens of Issaquah. This Declaration of Covenant shall run with the land, be recorded at Owner's expense by King County in its real property records, and be binding upon Grantor(s), and Grantor's(s') successors in interest, and assigns.

8. This Declaration of Covenant may be terminated by execution of a written agreement between the Owners and the City.

IN WITNESS WHEREOF, this Declaration of Covenant for the Inspection and Maintenance of Stormwater Facilities is executed this 3rd day of October, 2025.



GRANTOR, owner of the Property

Ashley Johnson, Division President
Printed Name

SSH LLC dba D.R. Horton
Company

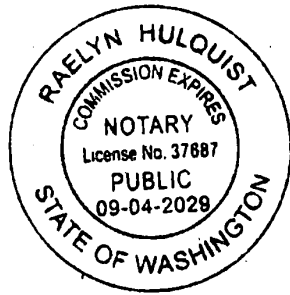
GRANTOR, co-owner of the Property

Printed

Company

STATE OF WASHINGTON)
COUNTY OF KING)ss.

On this day personally appeared before me Ashley Johnson
to me known to be the Div. President of the SSH LLC dba D.R. Horton
that executed the foregoing instrument, and acknowledged such instrument to be the free and
voluntary act and deed, of such United Utility Company, for the uses and purposes
therein stated, and on oath state that he/she was duly authorized to execute such instrument.
Given under my hand and official seal this 3rd day of October, 2025.



Raelyn Hulquist

Raelyn Hulquist
Printed name

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

My appointment expires 09-04-2029

STATE OF WASHINGTON)
COUNTY OF KING)ss.

On this day personally appeared before me _____
to me known to be the _____ of the CITY of ISSAQUAH, the Washington municipal
corporation that executed the foregoing instrument, and acknowledged such instrument to be
the free and voluntary act and deed, of such municipal corporation, for the uses and purposes
therein stated, and on oath state that [he\she] was duly authorized to execute such instrument.

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 _____

CORE DESIGN, INC.
Bothell WA 98011

Core Project No: 24107
08/18/2025

Drainage Covenant Exhibit "A"

Legal Description – Parkland Heights – TPN 222406-9039

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24, NORTH, RANGE 6 EAST,
WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE
SOUTHWESTERLY MARGIN OF VAUGHN HILL ROAD EXTENSION (ALSO KNOWN AS
ISSAQUAH-PINE LAKE ROAD SOUTHEAST);

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD
PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2440235;

AND EXCEPT THE PORTION CONVEYED TO THE CITY OF ISSAQUAH, STATE OF
WASHINGTON FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING
NUMBER 20130215000971.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.