

ATTACHMENT B

Upon recording return to:
King County, DNRP (KSC-NR-0600)
Attn: Robert B. Jackson
Department of Natural Resources and Parks
201 South Jackson St., #600
Seattle, WA 98104-3855

CONFORMED COPY

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KING COUNTY DN COV 0.00
PAGE-001 OF 007
12/13/2011 14:07

Declarant: King County, a Political Subdivision of the State of Washington

Abbreviated Legal Description: Lts 1-4, Snoqualmie-Meadowbrook Addition; and Ptn.
Govt. Lt. 6, Sec. 32, T24N, R8E.

Assessor's Parcel Nos.: 785120-0005-06; 785120-0010-09; 785120-0015-04; 785120-0020-07 &
322408-9067-07

Declaration of Restrictive Covenants

King County, a Political Subdivision of the State of Washington, is the owner of a real estate located in King County, State of Washington more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

The purpose of this instrument is to place of record those certain Restrictive Covenants, which pursuant to a certain grant funding source made available to King County to acquire said Property require that the property be restricted to uses in accordance with the funds used to purchase said property. King County having acquired the Property pursuant to deed recorded under recording No. 2010043000615, between Eastside Associates Inc. a Washington Corporation (Grantor) and King County (Grantee).

Therefore the Property is hereby subject to the following Restrictive Covenants as required by said grant funding source:

As per Exhibit B attached hereto

In witness whereof King County has set its hand and seal this En day of December 2011.

King County, a Political Subdivision of the State of Washington

By: [Signature]

Title: Director, WRS

STATE OF WASHINGTON))SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mark Isaacson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Division Director of Water & Land Resources of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/8/11



Linda Holcek
Linda Holcek
Printed name

Notary Public in and for the
State of Washington
Residing at Tasaguala
My appointment expires 5-14-14

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2, 3 and 4, Snoqualmie-Meadowbrook Addition, according to the plat thereof recorded in Volume 49 of Plats, page 90, records of King County, Washington.

PARCEL 2:

That portion of Government Lot 6, Section 32, Township 24 North, Range 8 East, W.M., in King County, Washington, lying Southerly of the Snoqualmie River, Northerly of Lots 1 and 2 and Easterly of Lot 3, all in Snoqualmie-Meadowbrook Addition, according to the plat thereof recorded in Volume 49 of Plats, page 90, records of King County, Washington, and Westerly of the Westerly line of Block 1 of Meadowbrook Addition, according to the plat thereof in Volume 26 of Plats, page 37, in King County, Washington.

EXHIBIT B

In reference to the property or properties ("Property") participating in the federally-assisted acquisition project:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, Washington State has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated October 29, 2009 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in King County, and King County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the County, acting by and through the County Board, has applied for and been awarded federal funds pursuant to an agreement with Washington State dated October 29, 2009 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the **Hazard Mitigation Grant Program ("HMGP")** statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved

parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the

deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. **Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. **Monitoring and Reporting.** Every three years, beginning on July 1, 2015, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. **Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

- a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.