VOLUNTARY CORRECTION AGREEMENT

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city ("Burien"), ("Property Owners"), whose principal address is ADDRESS, and collectively referred to as "Parties".

I.   RECITALS

WHEREAS, the Property Owner owns real property located at ADDRESS (the "Property"), and are the persons responsible for nuisance violations on the Property;

[OPTIONAL]WHEREAS, ("Occupants") are occupants and current residents at the Property, and the persons responsible for nuisance violations on the Property;

WHEREAS, in the exercise of its constitutional and statutory police powers, the City Council adopted Burien Municipal Code ("BMC") Chapter 8.45 ("Nuisances") and BMC § 1.15.120 ("Notice of civil violation") to regulate public nuisances on real property within Burien;

WHEREAS, the City adopted BMC 1.15 ("Code Enforcement") to efficiently and effectively enforce Burien development, land use, and public health regulations and to provide an opportunity for a prompt hearing and decision on alleged violations;

WHEREAS, BMC § 1.15.200 ("Recovery of penalties and costs") and BMC § 1.15.210 ("Abatement") allow Burien to recover monetary penalties and costs related to the abatement of nuisance properties, and to ensure public health, safety, and welfare;

WHEREAS, Burien may agree to enter into a written Voluntary Correction Agreement with any person allowing, causing, maintaining, or participating in the violation under BMC § 1.15.100 ("Voluntary correction");

WHEREAS, Burien has determined that the Property Owners have permitted the existence of public nuisances on the Property, including, but not limited to, allowing the existence of an LISTING VIOLATIONS.

WHEREAS, Burien issued a Notice of Violation to the Property Owners , for the existence of the public nuisances on the Property described therein;

WHEREAS, Property Owners and Occupant now request that Burien enter into this Voluntary Correction Agreement to voluntarily resolve the Property Owners' violations of Burien's nuisance regulations and to potentially prevent further legal proceedings, fines, and/or costs;

WHEREAS, Burien and the Property Owners, and Occupant wish to resolve and abate the public nuisances existing at the Property in a manner which is equitable to the Parties; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

II.   AGREEMENT

Section 1. The Property. The Property includes King County ==Parcel No.,== commonly known as ==Address==

Section 2. Violations. The Property Owners and the Occupant agree that each of the Recitals in this Agreement accurately describes the Property and that the Recitals establish beyond a preponderance of the evidence that violations exist in violation of ==BMC §§ LISTING VIOLATIONS==

Section 3. Required Action. The Property Owners and the Occupant acknowledge that the following compliance actions shall be completed on or before ==Agreed upon date:==

==a.== LISTING VIOLATIONS

Section 4. Correction of Violation. Upon the Property Owners' and Occupant's completion to Burien's reasonable satisfaction of the required action items stated in Section 3 of this Agreement, Burien will consider the nuisance violations resolved or abated.

Section 5. Abatement. The Property Owners and the Occupant both further agree that they shall cease and desist from any further violations of the Burien Municipal Code including but not limited to ==BMC §§==

If the Property Owners fail to take the required action as stated in Section 3 by September 25, 2023, then they jointly and individually grant Burien the irrevocable right to enter upon the Property to abate all nuisance violations described herein, as well as any other violations found during such abatement, and to recover all of its costs and expenses as authorized by law

Section 6. Failure to Comply and Lien Authorization. According to BMC § 1.15.120, if Occupant or Property Owners fail to comply with this Agreement, Burien may issue a Notice of Civil Violation for each day each violation occurs or continues to occur, constituting a separate offense subject to civil penalties, or subject to the filing of a civil infraction or criminal charges, and if any assessed penalty, fee or cost is not paid, Burien may charge the unpaid amount as a lien against the Property and the unpaid amount may be a joint and several personal obligation for each person responsible for code compliance and/or with control of the Property. Failure to comply with this Agreement shall also result in the assessment of fines of up to $250.00 a day assessed from the date of issuance of the Notice of Civil Violation, NOV DATE. Nothing herein shall constitute a waiver of any of Burien's other legal remedies in law or equity to enforce violations of the BMC, and Burien may choose to seek equitable remedies or other relief directly from the Superior Court.

Section 7. Waiver. By entering into this Agreement, Property Owners and Occupant acknowledge and agree that they are jointly and severally responsible to abate the public nuisances described herein and otherwise to comply with the terms of this Agreement and that they waive

any right to a hearing before the Hearing Examiner under BMC Chapters 1.15 and 8.46 or otherwise under the Burien Municipal Code, and they waive any right to appeal this Agreement and Burien's actions that are consistent with the terms of this Agreement.

Section 8. Right to Inspect. Property Owners and Occupant jointly and individually grant the City an ongoing right to inspect the Subject Property as necessary to determine compliance with this Agreement.

Section 9. Method of response. The Property Owner who seeks to enter into a Voluntary Correction Agreement may respond by mailing or hand-delivering the signed Voluntary Correction Agreement to the City Clerk no later than 4:30pm on March 6, 2023.

Dated this ____ day of _____, 2023.

CITY OF BURIEN

By_____   By_____

By_____
   Property Owners

By_____
   Property Owner