

When Recorded, Return to

**Seattle Department of Construction and Inspections
Land Use Routing Coordinators**

700 5th Ave., Suite 2000

PO Box 34019

Seattle, WA 98124-4019

ENVIRONMENTALLY CRITICAL AREA COVENANT RUNNING WITH THE LAND

GRANTOR: 1)

2)

3)

4)

GRANTEE: THE CITY OF SEATTLE

LEGAL DESCRIPTION (ABBREVIATED):

☐ **Complete legal description on Exhibit A.**

ADDRESS:

ASSESSOR'S TAX PARCEL ID NO(S).

PERMIT APPLICATION NO(S).

REVISED SEPTEMBER 2021

ENVIRONMENTALLY CRITICAL AREA COVENANT RUNNING WITH THE LAND

This covenant ("Covenant") is executed in favor of the City of Seattle ("Grantee") by the undersigned Owner(s) ("Grantor") of the real property described on Exhibit A (the "Property"). The undersigned warrant(s) that all owners of the Property have executed this document.

The Grantor acknowledges that the Property or a portion of the Property is located in an environmentally critical area as described in SMC Chapter 25.09 and is subject to the provisions of SMC Chapter 25.09 and the rules and regulations adopted by the Director of Construction and Inspections. The City has approved an application for _____ pursuant to permit No. _____, subject to certain conditions, many of which are memorialized in this Covenant. The property for which permit No. _____ was approved is depicted in Exhibit B.

LIMITATION ON DEVELOPMENT AND LAND-DISTURBING ACTIVITIES; PERMANENT CONDITIONS

Grantor understands and acknowledges the following:

The environmentally critical areas and any associated buffers (together referred to as the "Covenant Area") on the Property are identified in Exhibit B.

Land disturbing activities (such as construction, excavation, or grading) in the Covenant Area may require City permits and may not occur except as otherwise permitted by SMC Chapter 25.09.

Development and all associated land disturbing activity is restricted to the areas outside the Covenant Area.

The Covenant area shall not be considered for development credit in future subdivision or development proposals for the Property.

Removal and clearing of trees and other vegetation and actions detrimental to trees, such as tree-topping, are not permitted in the Covenant Area, except as otherwise permitted by SMC Chapter 25.09.

Grantor shall maintain permanent visible markers delineating the Covenant Area boundaries, if required. The locations of the required permanent markers are depicted on Exhibit B.

This Covenant shall not be construed as a complete disclosure of all environmentally critical areas, associated limitations, or restrictions that may apply to future use or development of the Property.

RIGHT TO ENTER

This Covenant shall not be interpreted to prohibit entry to, or the use and maintenance consistent with SMC Chapter 25.09 of, the Covenant Area.

VIOLATIONS

If the City determines that a violation of this Covenant is occurring, has occurred, or is threatened, the City may demand corrective action sufficient to cure the violation, including without limitation, restoration or remediation of the Covenant Area and removal of any improvements not permitted by the City. The City reserves its existing rights at law and equity with respect to any violation of this Covenant by the Owner.

RECORDING

This Covenant shall be recorded in the real estate records of the King County Recorder's Office.

RUNNING COVENANT

Grantor intends that this Covenant shall run with the land and be binding on the Grantor and on the Grantor's heirs, successors, and assigns.

SEVERABILITY

If any provision of this Covenant is held invalid, the remainder of the Covenant is not affected. If the application of this Covenant to any person or circumstance is held invalid, the application of the Covenant to other persons or circumstances is not affected.

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

Printed Name

I certify that I know or have satisfactory evidence that
_____ is the person who appeared before me,
and said person acknowledged that he/she signed this instrument and
acknowledged it to be his/her free and voluntary act for the uses and
purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

Printed Name

I certify that I know or have satisfactory evidence that
_____ is the person who appeared before me,
and said person acknowledged that he/she signed this instrument and
acknowledged it to be his/her free and voluntary act for the uses and
purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

**(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY
OWNER/OTHER LEGAL ENTITY OWNER – attach more pages if needed)**

Dated: _____

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g. partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Owner/Grantor

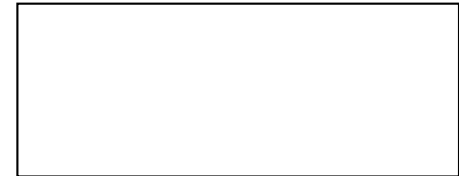
By _____

Date: _____

NOTARY PUBLIC in and for the State
Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name

Its _____



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Owner/Grantor

By _____

Date: _____

NOTARY PUBLIC in and for the State
Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name

Its _____



Use this space for Notary Seal

EXHIBIT A TO ENVIRONMENTALLY CRITICAL AREA COVENANT

COMPLETE LEGAL DESCRIPTION OF PROPERTY SUBJECT TO COVENANT:

ORIGINAL PARCEL DESCRIPTIONS

PARCEL A (24,565 SQ. FT.)

PARCELS A, B, C AND D OF CITY OF SEATTLE SHORT SUBDIVISION NUMBER 2200800 AS RECORDED IN VOLUME 161 OF SURVEYS, PAGE 224 UNDER KING COUNTY RECORDING NUMBER 20030724900010

SUBJECT TO AND TOGETHER WITH AN EXISTING EASEMENT FOR INGRESS, EGRESS AND UTILITIES PER
CITY OF SEATTLE SHORT SUBDIVISION NUMBER 2200800 AS RECORDED IN VOLUME 161 OF SURVEYS, PAGE 224 UNDER KING COUNTY RECORDING NUMBER 20030724900010

PARCEL B (18,244 SQ. FT.)

THAT PORTION OF LOT 4, BLOCK 36, HOMECROFT, AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24 OF PLATS, PAGE 42, RECORDS OF KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE S 78°29'31" W, ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 176.33 FT.; THENCE N 07°10'36" W, 117.81 FT.; THENCE N 89°24'23" E, 188.58 FT.; THENCE S 00°43'54" W, 83.67 FT. TO THE POINT OF BEGINNING.

PARCEL C (3,868 SQ. FT.)

THAT PORTION OF LOT 3, BLOCK 36, HOMECROFT, AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24 OF PLATS, PAGE 42, RECORDS OF KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S 89°24'23" W, ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 188.58 FT.; THENCE N 14°47'52" E, 23.79 FT.; THENCE S 89°15'09" E, 182.75 FT.; THENCE S 00°43'54" W, 18.66 FT. TO THE POINT OF BEGINNING.

EXHIBIT B TO ENVIRONMENTALLY CRITICAL AREA COVENANT

SITE PLAN SHOWING THE COVENANT AREA, THE LOCATION OF PERMANENT MARKERS, IF REQUIRED, AND LOCATION OF ALL EXISTING (TO REMAIN) AND PROPOSED SITE IMPROVEMENTS.