

**RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:**

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**ENVIRONMENTALLY CRITICAL AREA PROTECTION  
COVENANT**

**Grantor:** Wallace Properties – Park at Northgate, LLC, a Washington limited liability company

**Grantee:** City of Seattle, a Washington municipal corporation

**Legal Descriptions:** Portion of the N 1/2 of the W 1/2 of the SE 1/4 of the SW 1/4 of the SE 1/4 of Sec. 29, T’ship 26 N, R 4 E of W.M., King County, WA  
(Complete legal descriptions attached as Exhibits A & B.)

**Tax Parcel Number:** 292604-9626

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THIS ENVIRONMENTALLY CRITICAL AREA PROTECTION COVENANT (“Covenant”) is made by and between Wallace Properties – Park at Northgate, LLC, a Washington limited liability company (“Grantor”), and the City of Seattle, a Washington municipal corporation (“Grantee”). Grantor and Grantee are each a Party and collectively the Parties to this Covenant. This Covenant shall be effective upon recording. In satisfaction of the terms and conditions of that certain City of Seattle site-specific rezone, Seattle City Council File (“CF) number 314441, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties warrant, covenant and agree as follows:

**1. Grantor Property.** Grantor represents and warrants that it owns that certain parcel of land with King County Assessor’s Tax Parcel Number 292604-9626, whose common street address is 800 NE 106<sup>th</sup> Street, Seattle, King County, Washington, 98115 as legally described and depicted in Exhibit A hereto (“Grantor Property”).

**2. ECA Protection Area.** Per Seattle Municipal Code (“SMC”) Chapter 29.09, a portion of the Grantor Property presently encumbered by a parking lot and associated landscaping has been designated as a riparian management area, which riparian management area is legally described and depicted (see green dashed line) in Exhibit B hereto (“ECA Protection Area”).

**3. Purpose, Scope & Restrictions.** Condition 1 of the December 3, 2021 Finding and Recommendation of the Hearing Examiner for the City of Seattle, CF-314441 states: “Submit a signed and recorded environmentally critical areas covenant restricting future development within the area designated as riparian management area on the South Site.” This Covenant is intended to satisfy this condition and preserve and provide perpetual protection for the ECA Protection Area consistent with the terms, conditions and requirements set forth in SMC Chapter 29.09. Except for and solely in conjunction with the restoration, enhancement and/or protection of the ECA Protection Area, no site-disturbing activity, development or other disturbance shall be allowed or undertaken within the ECA Protection Area. Any such restoration, enhancement and/or protection of the ECA Protection Area shall only be undertaken with the express written permission of the City of Seattle and consistent with any applicable codes, standards and permitting requirements.

**5. Term and Binding Effect.** This Covenant shall be effective upon recording. All terms and provisions herein are intended to and shall be appurtenant to the Grantor Property, shall be covenants running with the land and/or equitable servitudes and shall be binding on the Parties and their successors, heirs, devisees and assigns.

**6. Entire Covenant.** This Covenant constitutes the entire Covenant of the Parties on the subject matter herein. This Covenant may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties and in accordance with the SMC Chapter 29.09. This Covenant supersedes and replaces all prior Covenants, discussions, and representations on these subjects, all of which are merged into and superseded by this Covenant. No Party enters into this Covenant in reliance on any oral or written promises, inducements, representations, understandings, interpretations or Covenants other than contained in this Covenant.

**7. Conflict / Interpretation.** This Covenant has been submitted to the scrutiny of the Parties hereto and their legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any Party hereto or its legal counsel.

**8. Severability.** If any term, provision or covenant of this Covenant is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Parties stipulate and agree that they would execute the remaining terms, provisions and covenants of this Covenant, without including any of such terms, provisions and/or covenants, which may hereafter be declared invalid, void or unenforceable.

**9. Third-Party Rights.** This Covenant is not intended to and shall not be construed in any manner whatsoever to provide rights or interests to any third party or the public as a whole.

**10. Governing Law and Venue.** This Covenant shall be construed in accordance with the laws of the State of Washington. In the event a dispute arises from this Covenant, including any exhibit hereto, the Parties shall engage in at least one (1) full day of mediation with a trained mediator prior to commencing any judicial action, which mediation shall be a condition of and prerequisite to such action. Each Party shall bear its own costs at mediation, including mediator

fees and attorneys' fees. Following mediation, should the dispute remain, any action arising out of or relating to this Covenant shall be commenced in the Superior Court for King County, Washington in Seattle, Washington.

**11. Attorney's Fees and Costs.** In the event any Party hereto files any judicial proceedings of any kind or nature to enforce or interpret the terms of this Covenant, then the substantially prevailing Party in such proceeding shall be awarded a judgment against the other Party for all reasonable attorneys' fees and costs incurred in such proceedings, whether incurred in mediation, arbitration, at trial or on appeal, or in any bankruptcy proceeding.

**12. Authority to Execute.** The Parties expressly represent and warrant that the persons executing this Covenant are duly authorized to do so. This Covenant may be executed in counterparts, and each counterpart shall have the same binding legal effect as if it were a single document containing all signatures.

**[Signatures, notary blocks and exhibits  
appear on following pages.]**

**IN WITNESS WHEREOF**, the Parties have signed and delivered this Covenant as of the last date set forth below:

**GRANTOR WALLACE PROPERTY-PARK AT NORTHGATE, LLC**

\_\_\_\_\_  
Robert C. Wallace, Governor  
Dated \_\_\_\_\_

\_\_\_\_\_  
Kevin R. Wallace, Governor  
Dated \_\_\_\_\_

**GRANTEE CITY OF SEATTLE**

\_\_\_\_\_  
Dated \_\_\_\_\_

DRAFT

**STATE OF WASHINGTON     )**  
**) ss.   ACKNOWLEDGMENT**  
**COUNTY OF KING             )**

I certify that I know or have satisfactory evidence that Robert C. Wallace signed this instrument on oath stated that he was authorized to execute the instrument on behalf of Wallace Properties – Park at Northgate, LLC as its Governor and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

(Seal or Stamp)

Notary Public - State of Washington  
Residing at \_\_\_\_\_, Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss. ACKNOWLEDGMENT  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Kevin R. Wallace signed this instrument on oath stated that he was authorized to execute the instrument on behalf of Wallace Properties – Park at Northgate, LLC as its Governor and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

(Seal or Stamp)

Notary Public - State of Washington  
Residing at \_\_\_\_\_, Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )

) ss. ACKNOWLEDGMENT

COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument on oath stated that he/she was authorized to execute the instrument on behalf of the City of Seattle as its \_\_\_\_\_ and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

(Seal or Stamp)

Notary Public - State of Washington  
Residing at \_\_\_\_\_, Washington  
My appointment expires \_\_\_\_\_

# EXHIBIT A

## Grantor Property Legal Description

**The East 180 feet of the West 210 feet of the North Half of the West Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 29, Township 26 North, Range 4 East of the Willamette Meridian, in King County, Washington.**

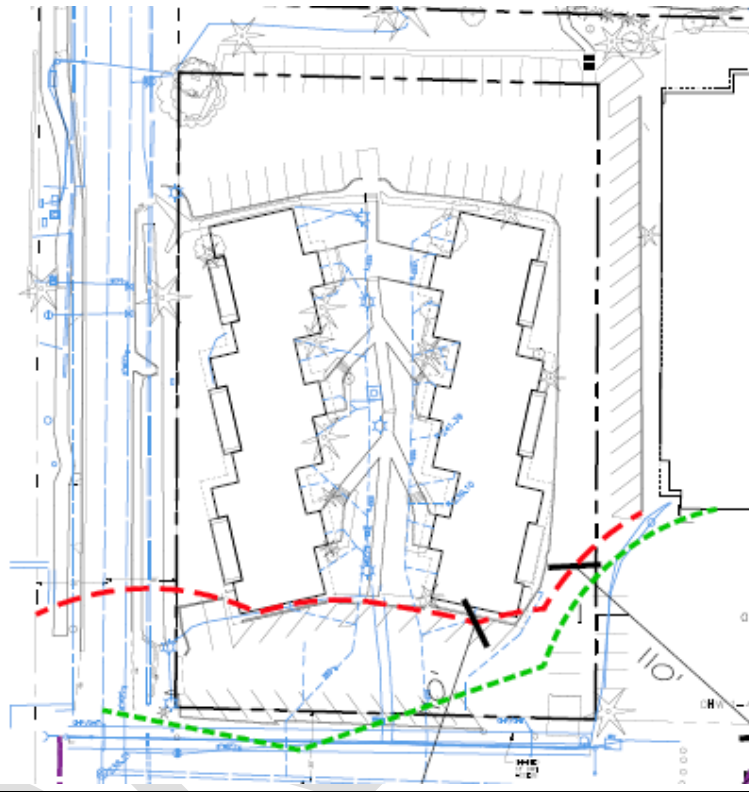
**Except the North 30 feet thereof.**

**And except the South 30 feet thereof for Road.**



# EXHIBIT B

## ECA Protection Area Legal Description



### PLAN LEGEND

- — — — — PROPERTY LINE
- — — — — ORDINARY HIGH WATER MARK
- — — — — WETLAND BOUNDARIES
- - - - - WETLAND/STREAM BUFFER
- - - - - 100' RIPARIAN MANAGEMENT AREA BOUNDARY

### GRAPHIC SCALE (IN FEET)



SCALE: 1:80

