

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

CM-6107
1st AM

ENVIRONMENTALLY CRITICAL AREA COVENANT RUNNING WITH THE LAND

**GRANTOR: WALLACE PROPERTIES – PARK AT NORTHGATE, LLC, A
WASHINGTON LIMITED LIABILITY COMPANY**

GRANTEE: THE CITY OF SEATTLE

LEGAL DESCRIPTION (ABBREVIATED): 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 description on **Exhibit A**.

ADDRESS: 800 NE 106th Street, Seattle, King County, Washington, 98115

ASSESSOR'S TAX PARCEL ID NO(S). 292604-9626

PERMIT APPLICATION NO(S). CF-314441

**THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY.
FIRST AMERICAN TITLE INSURANCE CO.
ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR ACCURACY**

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 a portion of the Property presently occupied by and used as a parking lot, shared access and associated landscaping is located in area designated as riparian management area, which is 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 conditionally recommended approval of an application for a site-specific rezone of the Property pursuant to the December 3, 2021 Findings and Recommendation of the Hearing Examiner for the City of Seattle, CF-314441 (the “Rezone”), subject to the following condition: “Submit a signed and recorded environmentally critical areas covenant restricting future development within the area designated as riparian management area on the SouthSite.”

**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 (1) to carry out the restoration, enhancement and/or protection of the Covenant Area as permitted by the City in an approved restoration plan consistent with the applicable requirements of SMC Chapter 25.09 or (2) as otherwise permitted by SMC Chapter 25.09

Development of the Property subsequent to the Rezone, including but not limited to construction of buildings and any impervious surfaces, 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.

Upon issuance of and development in accordance with a Master Use Permit (MUP) for the Property, Grantor shall install and maintain permanent visible markers delineating the Covenant Area boundaries. 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

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

Dated: 2/24/22

State of Washington)
County of King) ss

Wallace Properties – Park at Northgate, LLC, a Washington limited liability company
Owner/Grantor

I certify that I know or have satisfactory evidence that Kevin R. Wallace 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 Manager of Wallace Properties – Park at Northgate, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

By [Signature]
Kevin R. Wallace
Its Manager

Date: 2/24/2022 [Signature]
NOTARY PUBLIC in and for the State
Residing at ISSAQUAH
My commission expires: 7/29/2023
PRINT NAME: ELIZABETH A LAURSEN

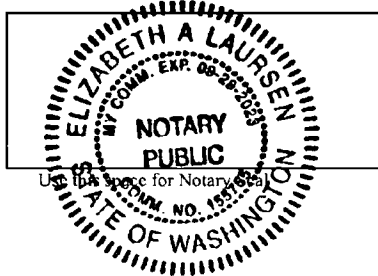


EXHIBIT A TO ENVIRONMENTALLY CRITICAL AREA COVENANT

COMPLETE LEGAL DESCRIPTION OF PROPERTY:

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 TO ENVIRONMENTALLY CRITICAL AREA COVENANT

**ECA PROTECTION AREA LEGAL DESCRIPTION
AND
SITE PLAN SHOWING THE COVENANT AREA, THE LOCATION OF
PERMANENT MARKERS, IF REQUIRED**

[Attached on the two pages following]

EXHIBIT B
ECA PROTECTION AREA LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PORTION OF 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;

SAID PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE-DESCRIBED PARCEL;

THENCE NORTH 88°19'30" WEST, ALONG THE SOUTH LINE OF SAID ABOVE-DESCRIBED PARCEL, 82.07 FEET;

THENCE NORTH 70°59'53" EAST 62.57 FEET;

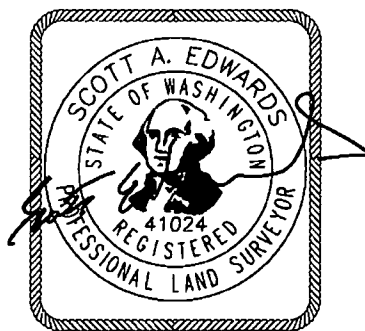
THENCE NORTH 23°20'28" EAST 10.22 FEET;

THENCE NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 20°01'18", AN ARC LENGTH OF 34.94 FEET, TO THE EAST LINE OF SAID ABOVE-DESCRIBED PARCEL;

THENCE SOUTH 00°16'13" WEST, ALONG SAID EAST LINE, 61.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,676 SQUARE FEET, MORE OR LESS.

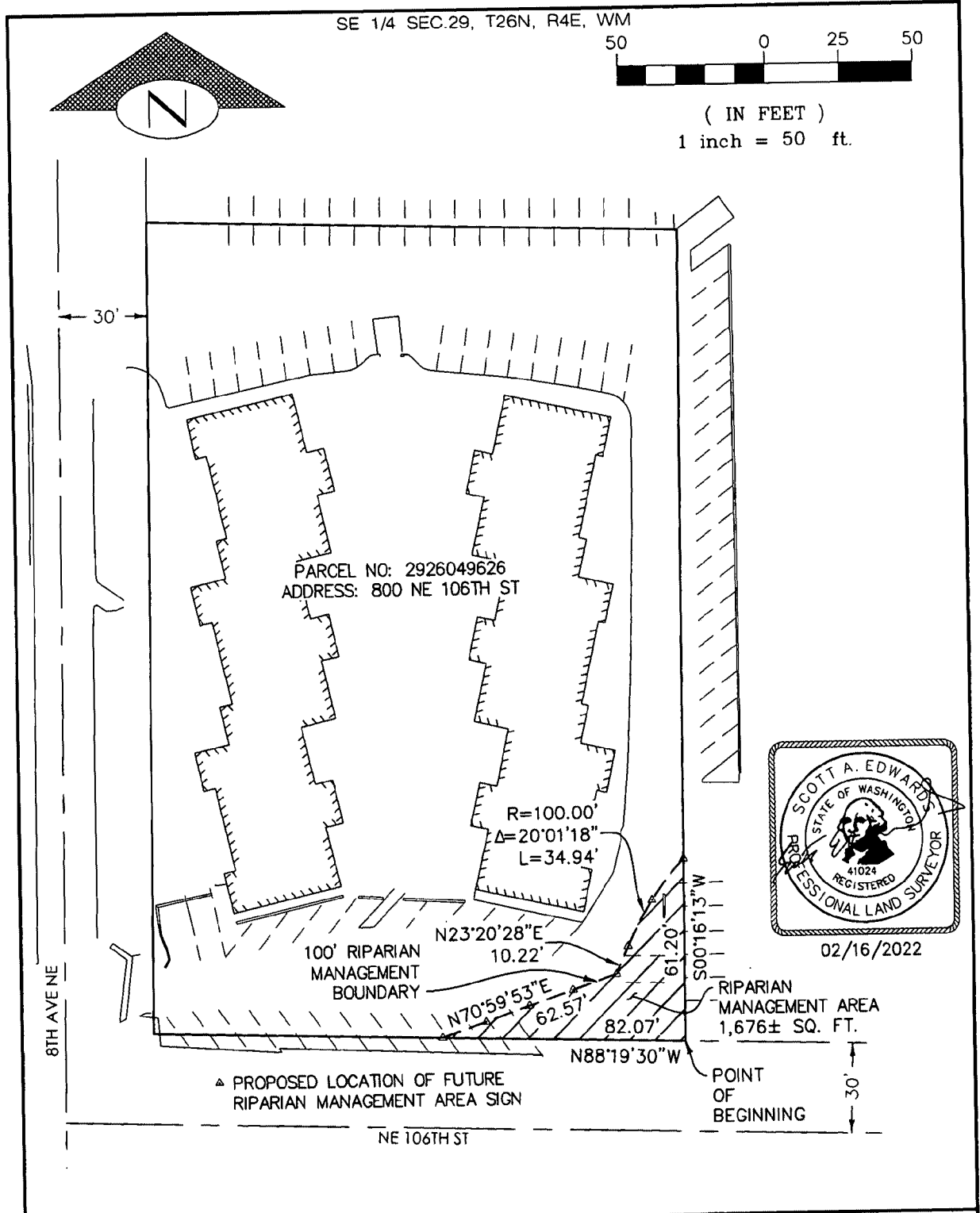
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.



February 15, 2022

WALLACE PROPERTIES
PARK AT NORTHGATE
SCOTT EDWARDS, P.L.S.
BRH JOB NO. 2016085.04
FEBRUARY 15, 2022

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144



ECA COVENANT
 WALLACE PROPERTIES
 PARK AT NORTHGATE
 SEATTLE WASHINGTON

BUSH, ROED & HITCHINGS, INC.
 LAND SURVEYORS & CIVIL ENGINEERS

2009 MINOR AVE. EAST (206) 323-4144
 SEATTLE, Washington 02/16/2022
 98102-3513 2016085.04