RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

**CITY OF SAMMAMISH**

**C/O PERMIT CENTER**

**801 228TH AVE SE**

**SAMMAMISH, WA 98075**

**DECLARATION OF COVENANT**

**FOR CLEARING LIMIT**

|  |  |
| --- | --- |
| Grantor(s):  |       |
|  |  |
| Grantee:  | City of Sammamish |
|  |  |
| Legal Description:  |  |
|       |
|  |  |
| Additional Legal(s) on:  |       |
|  |  |
| Assessor's Tax Parcel ID#:  |       |

IN CONSIDERATION of the approved City of Sammamish (hereafter referred to as CITY) [ ]  residential building permit, [ ]  commercial building permit, [ ]  clearing and grading permit, [ ]  subdivision permit, or [ ]  short subdivision permit for Application No.                            relating to the real property (PROPERTY) described above, the Grantor(s), the owner(s) in fee of that Property, hereby declare(s) that the above described PROPERTY is established as having a native growth retention area, as defined in the King County Surface Water Design Manual, for the purpose of dispersing and treating stormwater flows and is subject to restrictions applying to vegetation removal in all designated arears shown in **Exhibit “A”** attached hereto, and hereby covenant(s) and agree(s) as follows:

1. Any alterations to critical areas, their buffers, and native growth retention areas shall be pursuant to applicable Sammamish Development Code (SDC).
2. The PROPERTY within in the native growth retention area (shown in **Exhibit A**) shall be maintained in a forested condition, with the exception of open water and existing non-forested native wetland plant communities. The Following activities are allowed and must be done in a manner that maintains forested hydrologic conditions and soil stability:
3. Removal of noxious weeds and non-native vegetation using hand equipment, provided that those areas are replanted with appropriate native vegetation.
4. Removal of dangerous and diseased trees.
5. Passive recreation and related activities including trails, nature viewing, fishing, camping areas, and other similar activities that do not require permanent structures, provided that cleared areas and areas of compacted soil associated with these areas and facilities do not exceed eight percent of the native growth retention area.
6. The native growth retention area may contain utilities and utility easements including flow control BMPs, but no including septic systems.
7. Limited trimming and pruning of vegetation for the creation and maintenance of views per SDC 21.03.060.
8. Timber harvest in accordance with SDC 21.03.060.B.2.
9. The City shall have a non-exclusive perpetual access easement on the PROPERTY in order to ingress and egress over the PROPERTY for the sole purpose of inspecting and monitoring the PROPERTY’s native growth retention area.
10. This easement/restriction is binding upon the Grantor(s), its heirs, successors, and assigns unless or until a new drainage or site plan is reviewed and approved by the CITY’s Public Works Department or its successor.

IN WITNESS WHEREOF, this Declaration of Covenant for Clearing Limit is executed this       day of                  , **20**     .

GRANTOR, owner of the Property GRANTOR, owner of the Property

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

On this day of , 20 , before me, the undersigned NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personally appeared , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this day of , 20 .

Printed name

NOTARY PUBLIC in and for the State of Washington,

residing at

My appointment expires:

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

On this day of , 20 , before me, the undersigned NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personal appeared , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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