

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

CITY OF SAMMAMISH  
C/O PERMIT CENTER  
801 228<sup>TH</sup> 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 for the purpose of dispersing and treating stormwater flows and is subject to restrictions applying to vegetation removal in all designated areas 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 Municipal Code (SMC).
2. The PROPERTY within in the native growth protection area (shown in Attachment 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:
  - a. Removal of noxious weeds and non-native vegetation using hand equipment, provided that those areas are replanted with appropriate native vegetation.
  - b. Removal of dangerous and diseased trees.
  - c. 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.
  - d. The native growth retention area may contain utilities and utility easements including flow control BMPs, but no including septic systems.
  - e. Limited trimming and pruning of vegetation for the creation and maintenance of views per applicable King County Code.
  - f. Timber harvest in accordance with a King County-approved forest management plan and appropriate permits.
3. 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.

4. This easement/restriction is binding upon the Grantor(s), it's 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 it's successor.

IN WITNESS WHEREOF, this Declaration of Covenant 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 personally appeared before me:

\_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

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: \_\_\_\_\_