



**CITY of EVERETT
PLANNING and COMMUNITY DEVELOPMENT**

CRITICAL AREA APPLICATION (REVIEW PROCESS I or II)

Submit the following items listed in the checklist below. Use this application for development and/or restoration on sites containing critical areas (streams, wetlands, steep slopes and associated buffers). Excludes the following applications: Reasonable Use, TDR, Tree Pruning in Critical Areas and Geotech Alteration.

This Application is for:

- Buffer Width Reduction with Enhancement for Streams/Wetlands [Section 19.37.110(C), 19.33D.490(D), 19.37.170(C), 19.33D.450(E), 19.37.080(C)] (REV I or II)
- Wetland Buffer Width Averaging – no less than 75% of standard buffer width [Section 19.37.110(D)] (REV I or II)
- Standard Stream Buffer Width Averaging – no less than 75% of standard buffer width [Section 19.37.170(E)] (REV I or II)
- Wetland Alteration through Reestablishment/Rehabilitation/Enhancement/Creation (REV II)
- Wetland Mitigation Banking [Sections 19.33D.460(C)(10) and 19.37.120(C)(12)] (REV II)
- Stream Alteration or Relocation [Section 19.33D.500(B)(2)]
- Development of Previously Illegally Altered ESAs w/ Restoration [Sections 19.33D.580(B)(1) and 19.37.250(B)(1)] (REV I or II)
- Other _____ (Section(s) _____)

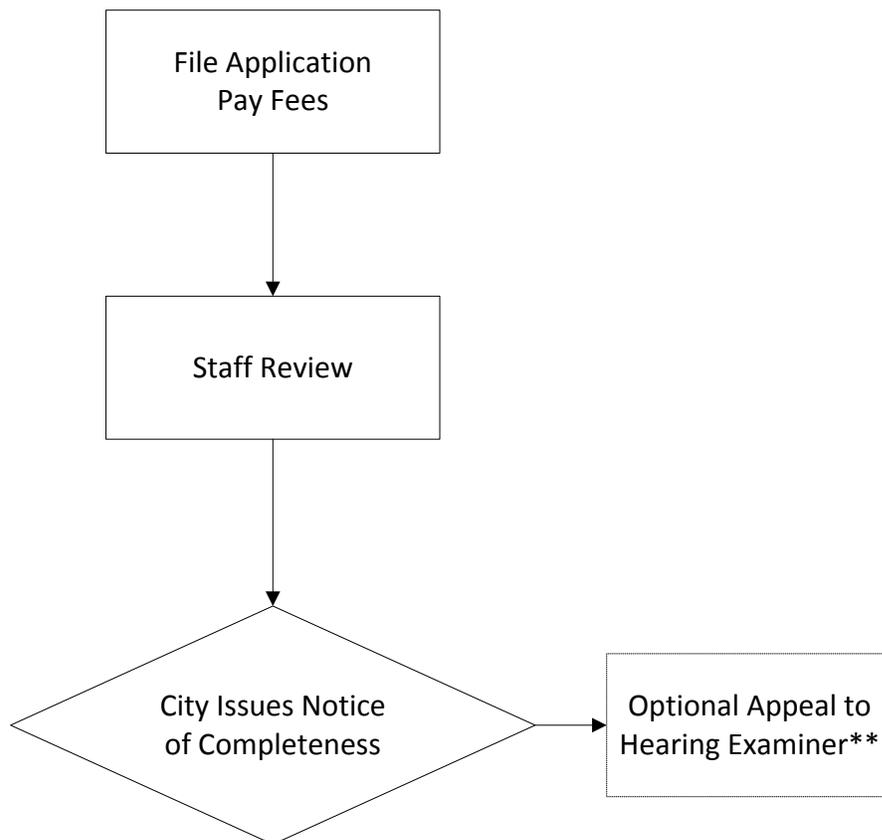
Critical Area Application Checklist

<p>1) <input type="checkbox"/> Fee</p>	<p>Review Process I, Review Process II, and any Special Study fees are noted in the current <i>Fee Schedule</i> posted online. Fees are non-refundable and payable by cash, check or credit card upon application.</p>
<p>2) <input type="checkbox"/> Land Use Application</p>	<p>The <i>Land Use Application</i> must be filled out completely and signed by the owner, applicant, or primary contact. Submit one original.</p>
<p>3) <input type="checkbox"/> Special Studies including Restoration Plan, if required (i.e.: Biological Assessment, Critical Area, Geotechnical, etc., as required)</p>	<p>Submit 4 copies of each study and the restoration plan. Submit the AutoCAD Project file by email after submittal of your application to: planning@everettwa.gov .</p>
<p>4) <input type="checkbox"/> Narrative Statement</p>	<p>All applications must be accompanied by a typed narrative statement from specific criteria in the code describing the</p>

	proposal and modification requested. Speak with a Planner for a copy of the specific criteria you need to address for your project. Submit one copy.
5) <input type="checkbox"/> Site Plan and/or Survey	Must be drawn in accordance with the <i>General Site Plan Checklist</i> . May require survey to verify setbacks and/or height. Provide 20 copies and one reduced copy no larger than 11" x 17" . Copies must be legible and drawn to scale.
6) <input type="checkbox"/> Mailing List	Must be completed for Review Process II permits only. See the <i>Mailing List Instructions for Review Process II</i> .
7) <input type="checkbox"/> Critical Area Covenant with a Critical Area Site Plan (CASP) <input type="checkbox"/> Geotechnical Covenant	If required, submit a completed, signed and notarized Critical Area Covenant (6 pages) with a Critical Area Site Plan and/or a geotechnical covenant titled "Declaration of Covenants, Conditions and Restrictions (14 pages)". <u>Do not record</u> the covenant unless you are given approval. Speak with a Planner for more instructions on how to complete the forms and if these are required for your project.
Submit Application with this checklist either in <u>Person</u> or by <u>Mail</u>. <i>*Speak to a Planner to check if an electronic submittal is an option for your project.</i>	In Person: City of Everett Public Works Building, Permit Counter 3200 Cedar St 2 nd Floor, Everett, WA 98201 By Mail: City of Everett Planning and Community Development 2930 Wetmore Ave Ste. 8-A, Everett, WA 98201 After submittal, email documents to: planning@everettwa.gov



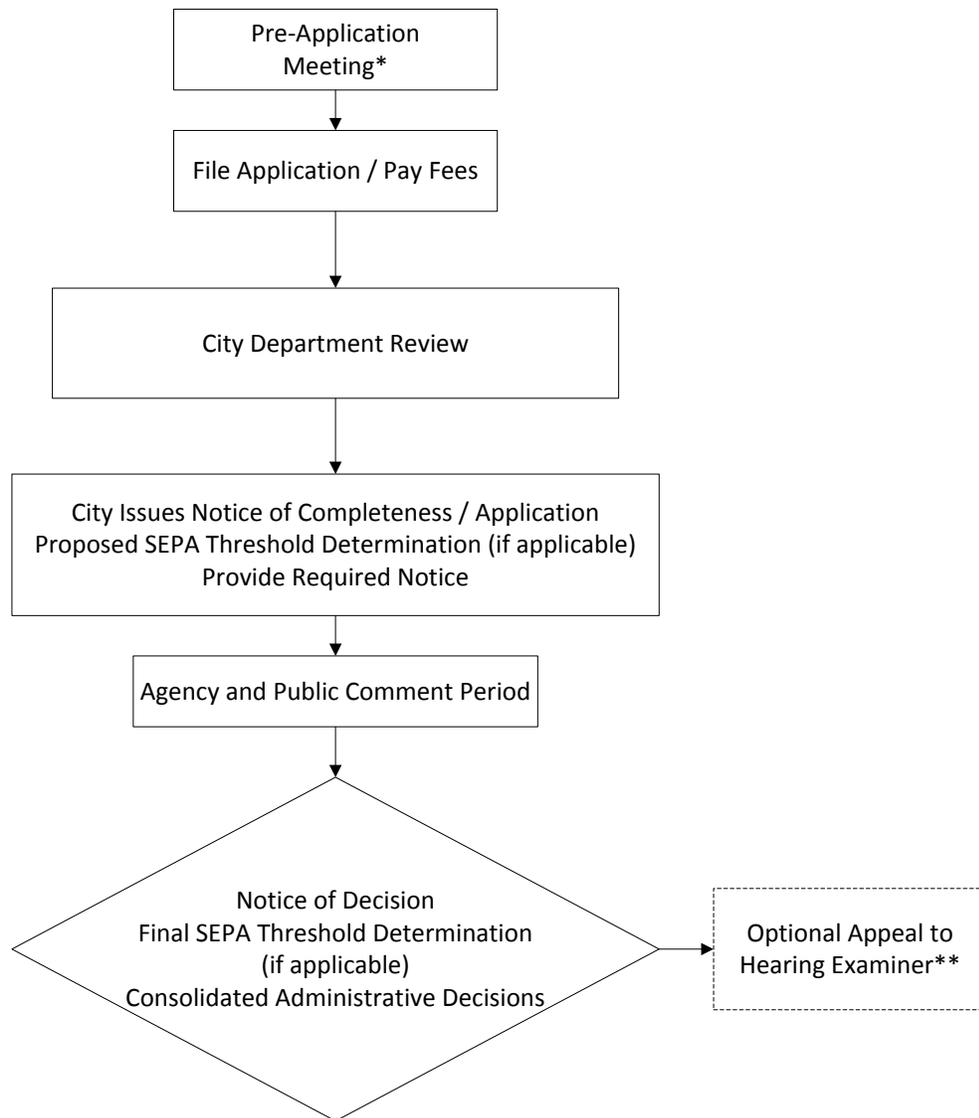
REVIEW PROCESS I FLOW CHART



**Any appeals of the Hearing Examiner decision are to Superior Court.



REVIEW PROCESS II FLOW CHART



* The Preapplication Meeting may be waived by the Planning Director.

** Any appeals of the Hearing Examiner decision are to Superior Court.



CITY of EVERETT
PLANNING and COMMUNITY DEVELOPMENT
LAND USE APPLICATION

1) Name of Applicant _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Alt ph _____

Email _____

2) Primary Contact (if other than applicant) _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Alt ph _____

Email _____

3) Property Owner(s) _____

Address _____ City _____ State _____ Zip Code _____

4) Project Address or Location _____

Tax Parcel No(s) _____ Area of Property (acres/sq ft) _____

Zoning _____ Comprehensive Plan Designation _____

5) Brief Description of Project _____

6) Name of the planner who conducted or waived the Pre-Application meeting _____

7) Authorization: I am the owner or am authorized by the owner to sign and submit this application. I grant permission for City staff and agents to enter onto the subject property for the sole purpose of making any inspections of the property which are necessary to process this application. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete, and correct.

Signature _____ Date _____

Please print name _____ Owner Applicant Primary Contact

City and State where this application is signed _____, _____

City

State

FOR OFFICIAL USE ONLY

TYPE: _____

FILE # _____

FEE \$ _____ RECEIPT # _____

ASSIGNED TO: _____

MAILING LIST INSTRUCTIONS

REVIEW PROCESS II

Why is a mailing list required?

A mailing list is required from the applicant in order for the City to provide required notice to the owners of properties surrounding your project. It is the responsibility of the applicant to obtain accurate ownership information of the properties that must be notified and to provide that information to the City on an Excel mailing list.

Who is required to be on the Excel mailing list? All owners of properties that are within **150 feet** of the subject property.

Where do I get an Excel mailing list?

An Excel mailing list may be obtained from either:

- 1) Snohomish County Assessor's Office (assessor.snoco.org or 425.388.3433)
- 2) or any Title Company

Properties which include condominiums and/or apartments:

When a property includes condominiums, the owner of each unit must be on the mailing list. When a property includes apartments, the owner of the apartments, not the tenants, must be on the mailing list.

Format?

All mailing lists should be created in an Excel spreadsheet document (see example below).

How do I submit?

- 1) Submit the Excel list by email to: planning@everettwa.gov (Include address in subject line.)
- 2) Print out the sent email, the Excel mailing list and a map showing all included properties and submit with your application.

Example of the Excel Spreadsheet Format

NAME	COMPANY	ADDRESS	APT/UNIT	CITY	STATE	ZIP
Jane Smith		123 Grand Ave	Apt #2	Everett	WA	98201

THE FOLLOWING INFORMATION IS REQUIRED ON ALL SITE PLANS.

NOTE: A SURVEY MAY BE REQUIRED AT THE TIME OF BUILDING PERMIT SUBMITTAL IF DEVELOPMENT IS WITHIN ONE FOOT OF A REQUIRED SETBACK OR ONE FOOT OF A REQUIRED HEIGHT LIMIT.

- 1. PROJECT DESCRIPTION, NAME OF APPLICANT AND ADDRESS OF SITE.
- 2. LEGAL DESCRIPTION.
- 3. TAX PARCEL NUMBER.
- 4. HEIGHT CALCULATIONS WITH BENCHMARK, AVERAGE BASE ELEVATION AND ACTUAL HEIGHT NOTED.
- 5. PERCENT OF LOT COVERAGE BY BUILDING(S) TO INCLUDE TOTAL LOT SIZE (SQFT) AND FOOTPRINT OF ALL BUILDINGS.
- 6. CALCULATE IMPERVIOUS AREA SHOW EXISTING, PROPOSED AND TOTAL (SQUARE FEET). OVER 2,000 SF MAY BE REQUIRED TO SUBMIT STORMWATER ENGINEERED PLANS. SEE SUBMITTAL CHECKLIST FOR DETAILS.
- 7. NORTH ARROW (DIRECTION FACING UP) AND SCALE.
- 8. LENGTH OF ALL LOT LINES.
- 9. DISTANCE BETWEEN ALL BUILDINGS, EXISTING AND PROPOSED.
- 10. PROPOSED AND EXISTING BUILDING SETBACKS FROM ALL LOT LINES.
- 11. UTILITIES (SEWER, WATER & DRAINAGE).
- 12. EASEMENTS ON SITE INCLUDING, BUT NOT LIMITED TO, INGRESS/EGRESS, WATER, SEWER & DRAINAGE.
- 13. SHOW BUILDING DIMENSIONS.
- 14. ALL DIMENSIONS, LOCATION AND MATERIAL OF PROPOSED AND EXISTING DRIVEWAYS.
- 15. ANY CRITICAL AREAS ON SITE. SHOW TOP OF SLOPE AND TOE OF SLOPE. SHOW PROPOSED BUILDING SETBACKS FROM SLOPE AND ANY CRITICAL AREA BUFFERS.
- 16. DIMENSIONS AND DEPTH OF ANY FILL ON THE SITE (IF APPLICABLE).
- 17. ANY PROPOSED ROCKERIES AND RETAINING WALLS OVER 4'-0" TALL.

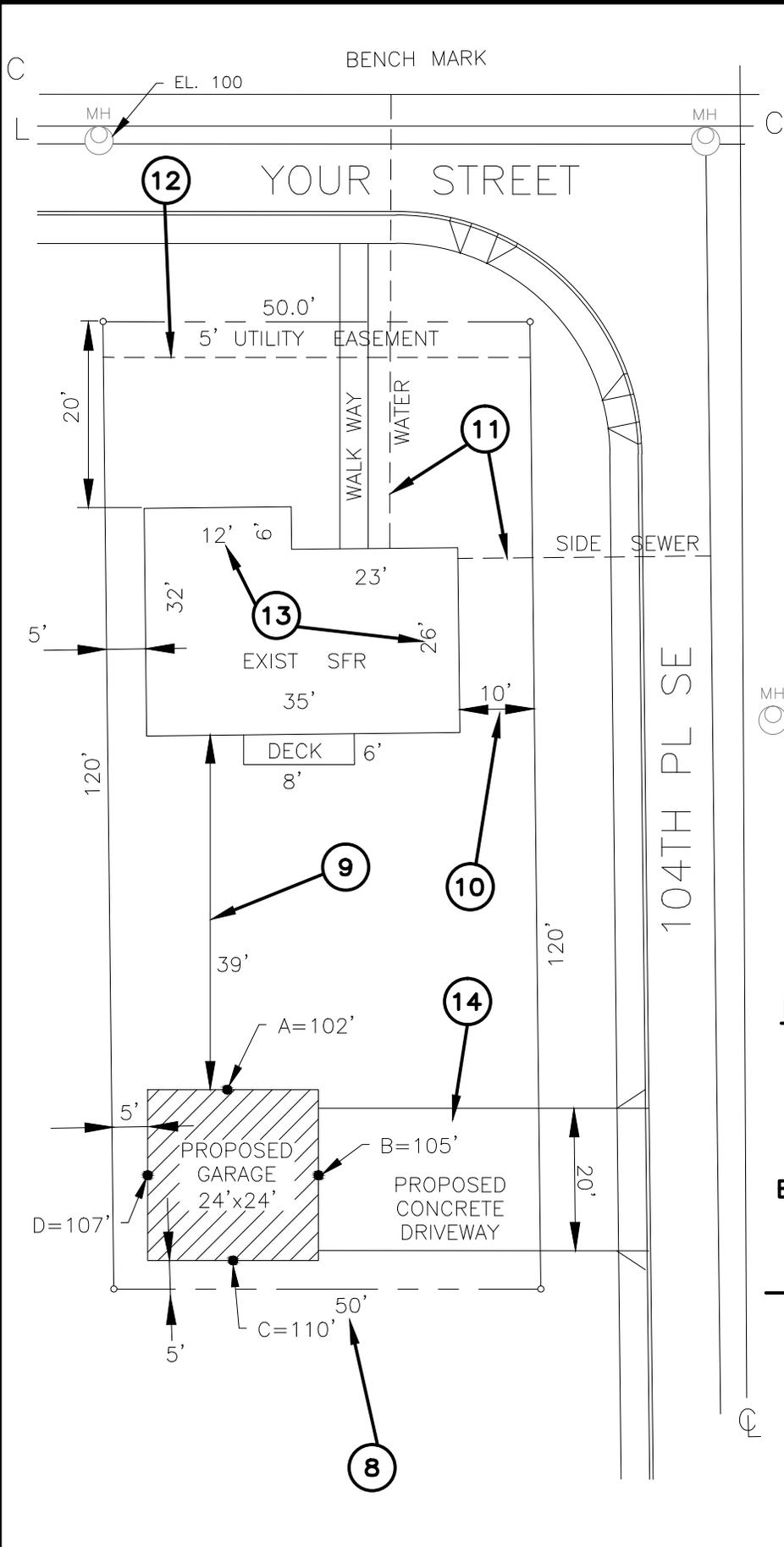


CITY OF EVERETT
PUBLIC WORKS
DEPARTMENT

RESIDENTIAL SITE PLAN
CHECKLIST
SHEET 2 OF 2

2-13-2014
Date:
101
COE Std Dwg:

T:\ACad\EPS-COE Design & Constr Specs for Development\CURRENT\STD DETAIL DWGS\Dwg Files\STD101.dwg, 2/13/2014 2:07:42 PM



PROJECT DESCRIPTION:

PROPOSED GARAGE
J. HOMEOWNER
1234 YOUR STREET
EVERETT WA 98201

LEGAL DESCRIPTION

LOT #2 PLAT OF
PARADISE TRACTS DIV. NO. 2

PARCEL TAX I.D. #
00123400000100

HEIGHT CALCULATIONS
BENCH MARK

Manhole RIM ELEV = 100'

A = 102'
B = 105'
C = 110'
+ D = 107'

424 ÷ 4 = 106' AVERAGE
(BASE ELEV.)
+ 15' ALLOWED

121' = MAX HEIGHT

LOT COVERAGE BY BUILDING:

LOT SIZE 6000
EXISTING HOUSE 902
PROPOSED GARAGE 576 S.F.
1558 S.F.
BUILD. SF ÷ LOT SF = 26%

IMPERVIOUS AREA

EXISTING: 990
PROPOSED: 1176
TOTAL: 2166



SCALE: 1"=20'



RESIDENTIAL SITE PLAN
CHECKLIST
SHEET 1 OF 2

2-13-2014
 Date:
101
 COE Std Dwg:

Critical Area Site Plan Requirements

All Critical Area Site Plans (CASPs) that do not meet the following specifications cannot be accepted or approved.

Please, **DO NOT RECORD YOUR CASP UNTIL AFTER IT HAS BEEN ACCEPTED AND APPROVED** by the Snohomish County Reviewer.

1. Only one tax parcel per CASP. If your project covers more than one legal lot, then you will need a separate CASP for each legal lot.
2. All boundary lines with dimensions must appear on the CASP. You may use breaklines. Do not use breaklines if their use would eliminate any portion of critical areas on your property. **Standard Engineering Scale required.**
3. Plan information must be contained inside the lines of the CASP form provided.
4. No lined paper.
5. No graph paper.
6. No color coding.
7. No shading.
8. No topography or contour lines.
9. Provide distances from easily recognizable permanent landmarks or property corners to buffers edges.
10. Hatching and other symbols must be spaced at least $\frac{1}{4}$ inch apart. This measurement should be applied to your drawing after it is reduced on the CASP form.
11. Font size of all text must be at least 8 point font. THIS IS 8 POINT FONT. This measurement should also be applied to your drawing after it is reduced on the CASP form.
12. ***Do not superimpose text over other drawn features.***
13. Seals or professional stamps must be clear and legible and capable of being copied clearly.
14. Must be drawn in ink (no pencil).

When Recorded Return to:
City of Everett Permit Services
3200 Cedar 2nd Floor
Everett, WA 98201

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor [Owner]:

Lender:

Grantee: City of Everett

Legal Description:

Assessor's Property Tax Parcel or Account Number:

Street Address:

Permit Number:

Section One: Recitals

- 1.1. The undersigned is (are) the Grantor/Covenantor/owner(s) of or has (have) a substantial interest in the value, use, enjoyment, and occupation of the real property described above (“Property”);
- 1.2. The Grantee/Covantee, the City of Everett (City) has a substantial interest in the effective and safe use of lands within its borders, and in the health, safety, and welfare of its citizens;
- 1.3. The Property is located in an environmentally sensitive area more specifically defined as a “geologically hazardous area” in Chapter 19.37 of the Everett Municipal Code;
- 1.4. “Geologically hazardous areas” are known by the City and undersigned to be subject to landslides and other soils movement that may result in the damage or destruction, in whole or in part, of any building, structure, dwelling, or lands within or adjacent to such areas;
- 1.5. This Covenant is to be signed, acknowledged and recorded in the records of Snohomish County as a restrictive covenant, restricting and limiting use of geologically hazardous property before the City will issue any Permit(s) to do any work on property within a “geologically hazardous area”; and
- 1.6. This Covenant concerns the Covenantor/Grantor’s use, occupation or enjoyment of the Property and benefits the City as Covantee/Grantee. This Covenant is intended to bind successors and assigns and run with the land.

Section Two: Restrictions on Occupation, Use, and Development of the Property

- 2.1. The Property may not be occupied, used or developed, and no residential or commercial building, structure, or dwelling shall be erected or constructed on the Property, without first obtaining the Permit(s) from the City.
- 2.2. The City will not issue any Permit(s) to Owner of Property unless and until Owner signs a contractual agreement (Agreement) with the City expressly providing that:
 - 2.2.1. Owners(s) and his/her (their) heir(s), successor(s), legal representative(s) and assign(s) shall provide, design, construct, erect, maintain, repair, rebuild, or improve such structure(s), building(s), barriers(s), or dwelling(s) as is reasonably necessary to prevent, control or avoid damage from the adverse impacts from soils movement within or adjacent to the Property, whether caused by Owners(s) and his/her (their) heir(s), successor(s), legal representative(s), and assign(s) or otherwise, for the continued use and enjoyment of the Property;
 - 2.2.2. It is the sole burden and responsibility of Owners(s) and his/her (their) heir(s), successor(s), legal representative(s) and assign(s) to obtain, ensure, and fund any design, approval, authorization, material, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments necessary or required to prevent, control or avoid damage from the adverse impacts from soils movement within or adjacent to the Property;
 - 2.2.3. In consideration of the issuance of the Permit(s), Owner(s) on his/her (their) own behalf and on behalf of his/her (their) heirs, successors, legal representatives, and assigns hereby releases and waives any right to assert any claim or course of action related to any loss or damage to people or property either on or off the Property resulting from soils movement by reason of or arising out of issuance of the Permit(s) by the City for development on the Property and agrees to indemnify (including reasonable attorney’s fees) and hold the City, its officers, employees and agents harmless from any claim(s) or courses of action related to any loss or damage to people or property either on or off the Property resulting from soils movement by reason of or arising out of issuance of the Permit(s) for development on the Property; Provided, nothing herein shall require the Owner(s) and his/her (their) heirs, successors, legal representatives, and assigns to indemnify and hold harmless the City, its officers, agents and employees from claims or courses of action caused solely by the negligence of the City, its officer, employees and agents, and provided further, that if the claims or courses of action are caused by or result from the concurrent negligence of (1) the Owner(s), his/her(their) heirs, successors, assigns and agents, and (2) the City, its officer, agents and employees, the indemnity provisions provided herein shall be valid and enforceable only to the extent provided by law; and
 - 2.2.4. Owners(s) and/or his/her (their) heir(s), successor(s), legal representative(s) and assign(s) will inform his/her (their) heirs, successors, legal representatives, and assigns that the Property is in a geologically hazardous area, that there may be actual or potential risks associated with development thereon, of any conditions or prohibitions on development, and of any features in this design which will require maintenance or modification to address anticipated soils changes.

Section Three: Subsequent Property Owners

- 3.1. By accepting title to any or all of the Property, any subsequent owners of the Property, including any heir(s), successor(s), legal representative(s) and assign(s) of the Owner, (Subsequent Owners) shall accept and ratify the Agreement regardless of whether such party was a signatory to that Agreement.

3.2. By the terms of that Agreement, Subsequent Owner(s) and/or his/her (their) heir(s), successor(s), legal representative(s), and assign(s) shall:

3.2.1. Provide, design, construct, erect, maintain, repair, rebuild, or improve such structure(s), building(s), barriers(s), or dwelling(s) as is reasonably necessary to prevent, control or avoid damage from the adverse impacts from soils movement within or adjacent to the Property, whether caused by Owner(s), his/her (their) heir(s), successor(s), legal representative(s), and assign(s), or otherwise, for the continued use and enjoyment of the Property;

3.2.2. Assume the sole burden and responsibility to obtain, fund and ensure any design, approval, authorization, material, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments necessary or required to prevent, control or avoid damage from the adverse impacts from soils movement within or adjacent to the Property; and

3.2.3. Release and waive any right to assert any claim or cause of action related to any loss or damage to people or property either on or off the Property resulting from soils movement by reason of or arising out of issuance of the Permit(s) by the City for development on the Property and agrees to indemnify (including reasonable attorney's fees) and hold the City, its officers, employees and agents harmless from any claim(s) or causes of action related to any loss or damage to people or property either on or off the Property resulting from soils movement by reason of or arising out of issuance of the Permit(s) for development on the Property; Provided, nothing herein shall require the Subsequent Owner(s) and his/her (their) heir(s), successor(s), legal representative(s) and assign(s) to indemnify and hold harmless the City, its officers, agents and employees from claims or causes of action caused solely by the negligence of the City, its officer, employees and agents, and provided further, that if the claims or causes of action are caused by or result from the concurrent negligence of (1) the Owner(s), his/her(their) heirs, successors, assigns, and agents, and (2) the City, its officer, agents and employees, the indemnity provisions provided herein shall be valid and enforceable only to the extent provided by law.

Section Four: Reservations, Restrictions, and Covenants

The undersigned declare that the Property is held and shall be conveyed subject to the reservations, restrictions, and covenants set forth in this Declaration and in the Agreement.

Section Five: Misc. General Provisions

5.1. The covenants, agreements, and restrictions contained herein are intended to be restrictive covenants and not conditions, that shall run with the affected Property, that shall extend to and be binding upon the undersigned and his/her (their) heir(s), agent(s), assign(s), legal representative(s), and successor(s) in interest, and that shall be contained in any future title report applicable to the Property.

5.2. It is expressly understood and agreed that invalidation of any covenant contained in this document, or any portion of such covenant, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED THIS _____ DAY OF _____, 20____ .

Grantor

[SINGLE PERSON]

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

ss.

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

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

[HUSBAND AND WIFE]

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

ss.

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

[CORPORATION]

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____ a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

LENDER APPROVAL REQUIRED: THIS DOCUMENT MUST BE APPROVED BELOW BY AUTHORIZED AGENTS FOR ALL SECURED CREDITORS

This document is approved and agreed to by: _____
Name of Secured Creditor

Print Name and Title of Person
Signing for Secured Creditor

Signature

STATE OF WASHINGTON |
COUNTY OF _____ | ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____ a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

form declaration of covenant

When Recorded Return to:
City of Everett Permit Services
3200 Cedar St 2nd Floor
Everett, WA 98201

AGREEMENT CONCERNING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor [Owner]:

Lender:

Grantee: City of Everett

Legal Description:

Assessor's Property Tax Parcel or Account Number:

Street Address:

Permit Number:

This Agreement entered into this ___ day of _____, 20___, by and between the **City of Everett**, a municipal corporation under the laws of the State of Washington (City) and _____ (Owner).

Section One: Recitals

- 1.1. The undersigned is (are) the owner(s) (Owner(s)) of or has (have) a substantial beneficial interest in the value, use, enjoyment, and occupation of the real property described above (Property);
- 1.2. A covenant entitled "Declaration of Covenants, Conditions and Restrictions" was executed and recorded for the Property which requires Owner to execute a contractual agreement (Agreement) with the City prior to the City's issuance of any Permit for the occupation, use or development of residential or commercial building, structure, or dwelling to be erected or constructed on the Property ;and has applied to the City of Everett (City) for a Permit(s) for the Property;
- 1.3. Owner has applied to the City for a Permit(s) for the Property and intends by virtue of this Agreement to comply with the requirements of the Declaration of Covenants, Conditions and Restrictions referenced in Paragraph 1.2;

Section Two: Permit Issuance

- 2.1. In consideration of the City issuing Owner a Permit(s), Owner does hereby agree to the following
 - 2.1.1. Owners(s) and his/her (their) heir(s), successor(s), legal representative(s) and assign(s) shall provide, design, construct, erect, maintain, repair, rebuild, or improve such structure(s), building(s), barriers(s), or dwelling(s) as is reasonably necessary to prevent, control or avoid damage from the adverse impacts from soils movement within or adjacent to the Property, whether caused by Owners(s) and his/her (their) heir(s), successor(s), legal representative(s), and assign(s) or otherwise, for the continued use and enjoyment of the Property;
 - 2.1.2. It is the sole burden and responsibility of Owners(s) and his/her (their) heir(s), successor(s), legal representative(s) and assign(s) to obtain, ensure, and fund any design, approval, authorization, material, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments necessary or required to prevent, control or avoid damage from the adverse impacts from soils movement within or adjacent to the Property;
 - 2.1.3. In consideration of the issuance of the Permit(s), Owner(s) on his/her (their) own behalf and on behalf of his/her (their) heirs, successors, legal representatives, and assigns hereby releases and waives any right to assert any claim or course of action related to any loss or damage to people or property either on or off the Property resulting from soils movement by reason of or arising out of issuance of the Permit(s) by the City for development on the Property and agrees to indemnify (including reasonable attorney's fees) and hold the City, its officers, employees and agents harmless from any claim(s) or courses of action related to any loss or damage to people or property either on or off the Property resulting from soils movement by reason of or arising out of issuance of the Permit(s) for development on the Property; Provided, nothing herein shall require the Owner(s) and his/her (their) heirs, successors, legal representatives, and assigns to indemnify and hold harmless the City, its officers, agents and employees from claims or courses of action caused solely by the negligence of the City, its officer, employees and agents, and provided further, that if the claims or courses of action are caused by or result from the concurrent negligence of (1) the Owner(s), his/her(their) heirs, successors, assigns and agents, and (2) the City, its officer, agents and employees, the indemnity provisions provided herein shall be valid and enforceable only to the extent provided by law; and
 - 2.1.4. Owners(s) and/or his/her (their) heir(s), successor(s), legal representative(s) and assign(s) will inform his/her (their) heirs, successors, legal representatives, and assigns that the Property is in a geologically hazardous area, that there may be actual or potential risks associated with development thereon, of any conditions or prohibitions on development, and of any features in this design which will require maintenance or modification to address anticipated soils changes.

Section 3: Severability

- 3.1. It is expressly understood and agreed that invalidation of any provision contained in this document, or any portion of such provision, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4: Venue

- 4.1. It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County, Washington.

[SINGLE PERSON]

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

ss.

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

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

[HUSBAND AND WIFE]

STATE OF WASHINGTON

ss.

COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

[CORPORATION]

STATE OF WASHINGTON

ss.

COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____ a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

When Recorded Return to:
City of Everett Permit Services
3200 Cedar 2nd Fl
Everett, WA 98201

DECLARATION OF CRITICAL AREA PROTECTIVE COVENANT

Grantor/Covenantor/Owner:

Grantee/Covantee: City of Everett

Legal Description:

Assessor's Property Tax Parcel or Account Number:

Street Address:

Permit Number:

Section 1. Recitals.

1.1. The undersigned Grantor is/are the owner(s) of or has/have a substantial interest in the value, use, enjoyment, and occupation of the real property described above (“Property”).

1.2. The Grantee/Covenantee, the City of Everett (“City”) has a substantial interest in the environmental protection and safe use of lands within its borders, and in the health, safety and welfare of its citizens.

1.3. A portion of the above-described Property is located in a critical area and/or associated buffer pursuant to the City’s Zoning Code.

1.4. Before the City will issue any Permit for development activity on the Property, this Declaration of Critical Area Covenant must be signed, acknowledged and recorded in the records of Snohomish County as a restrictive covenant, restricting and limiting use of that portion of the Property representing a critical area and associated buffer, legally described as follows:

1.5. This Covenant concerns the Grantor/Covenantor’s use, occupation or enjoyment of the Property and benefits the City as Grantee/Covenantee. This Covenant is intended to bind successors and assigns and run with the land.

Section 2. Restrictions on Occupation, Use, and Development of the Property

The following restrictions apply to the occupation, use and development of the Critical Area:

2.1. All vegetation including trees, shrubs and ground cover which exists within the area described below shall remain in its natural state and shall not be disturbed; and

2.2. There shall be no cutting, removal, clearing or modification of any vegetation within the Critical Area unless approved by the City of Everett; and

2.3. This Covenant shall run with the land and be binding upon the undersigned Owner(s) and their respective successors and assigns; and

2.4. This Covenant shall not be modified or terminated without the express written consent of the City of Everett Director of Planning and Community Development; and

2.5. The City of Everett Director of Planning and Community Development or his/her designee is granted the right to enter onto the Property at all reasonable times to inspect the Property to determine its compliance with the provisions of this Covenant. Provided, however, this is not a grant of access to said property for the general public. Failure to maintain the property described herein in accordance with this Covenant shall constitute a violation of the City of Everett's Zoning Code.

IN WITNESS WHEREOF, the undersigned Owner(s), as Grantor(s)/Covenantor(s) have executed this instrument this ____ day of _____, 20__ .

[SINGLE PERSON]

STATE OF WASHINGTON

ss.

COUNTY OF SNOHOMISH

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

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

[HUSBAND AND WIFE]

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

ss.

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

[CORPORATION]

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____ a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

Replace this Page with your Critical Area Site Plan on 8 ½" x 11" or 11" x 17" size paper. Your site plan must be formatted according to the *Critical Area Site Plan Requirements* – See attached handout within this application packet.