

# Seattle Permits

— part of a multi-departmental City of Seattle series on getting a permit

## Single Family Side Yard Easements and Accessory Structure Agreements

Updated February 19, 2009

In Seattle's single-family zones the City's Land Use Code (Seattle Municipal Code, Chapter 23) allows some flexibility to property owners for the placement of a house and accessory structures such as garages.

Houses may be built closer than 5 feet to a side lot line and even to the lot line if the adjoining property owner provides a Side Yard Easement. Garages, greenhouses and other similar structures separated from the house on the same lot may be built up to the side lot line but only with an Accessory Structure Agreement with the neighboring property owner.

### Side Yard Easements

In some circumstances, a house (principal structure) may be built up to a side property line. Generally the Land Use Code requires a 5-foot side yard separating the house and the side lot line on a single-family lot. If a property owner obtains an easement from the adjoining property owner, it is possible to build the house closer to the lot line than 5-feet.

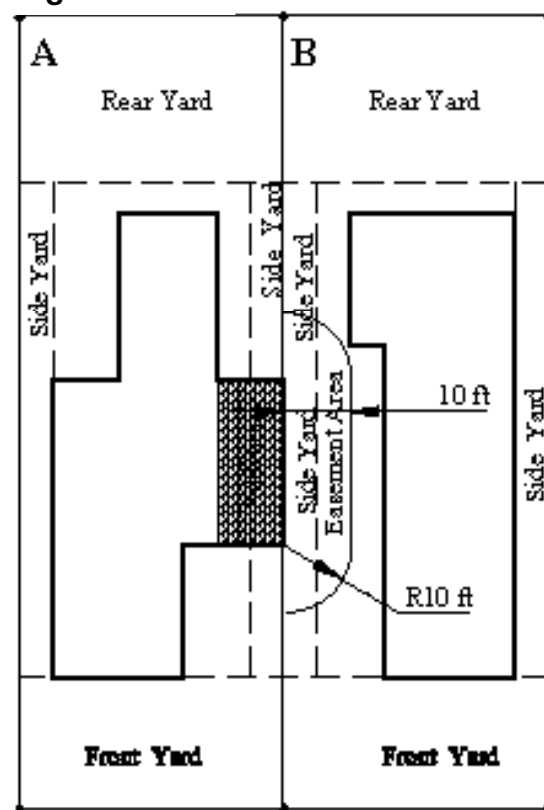
The easement, however, means that the property owners promise to maintain a permanent 10-foot separation between the two houses. The adjacent property owner, depending upon how much of the side yard is remaining on the lot requesting the easement, may provide all or part of the easement area.

**NOTE:** Eaves or roof overhangs are allowed to project up to 18 inches into the easement area from either the grantor's or grantee's house but in no case may the eaves or any other projection cross the property line.

In **Figure 1**, the owner of Parcel A proposes to build an addition to the side of their existing single-family residence. The owner of Parcel B has consented to grant the owner of Parcel A, a Side Yard Easement

that will maintain a 10-foot separation between the structures all on the grantor's property (the addition on Parcel A is built to the side property line).

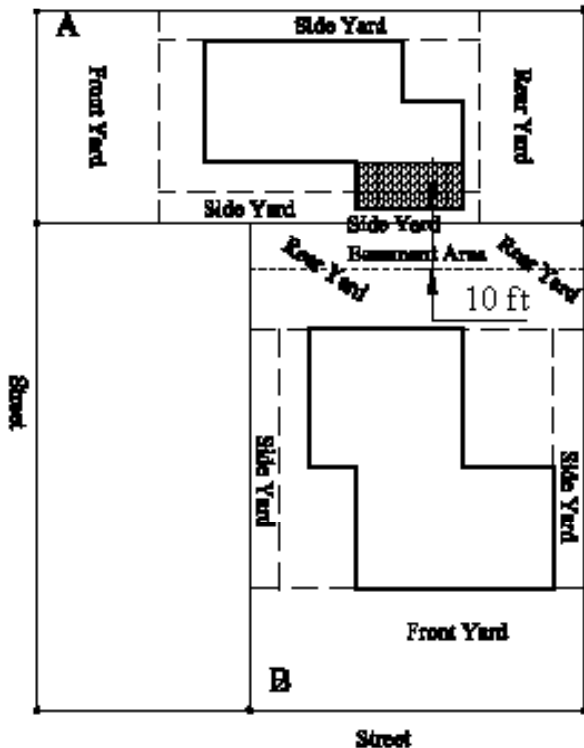
Figure 1



**NOTE:** The Side Yard Easement Area in Figure 1 is the minimum area required with radii of 10 feet projecting from the corners of the proposed addition. For ease of writing the legal descriptions, the property owners may choose to "square off" the easement area, while still maintaining the 10-foot separation from the structures.

In **Figure 2**, the Parcel A owner is again proposing an addition to their existing residence that will project into their side yard. In this case the adjacent property, Parcel B, is configured with its rear yard adjacent to Parcel A's side yard. Parcel B has consented to grant a portion of their rear yard to maintain the minimum 10-foot separation between structures. In this example only a portion of the 10-foot easement area is provided on the Grantor's lot.

**Figure 2**



For simplicity in legally defining the area of the easement the owner of Parcel B has granted a portion of their rear yard that extends from side lot line to side lot line. The owners of the two properties in this example could have defined the “minimum area” (with the 10-foot radii) as shown in Figure 1.

**Preparing an Easement**

An easement must be conveyed by a legal document from one property owner to another (or in the case where the property owner owns both parcels, the owners name must be shown as the grantor and grantee). The easement document must contain:

1. The legal description of the property granting and being restricted by the easement.

2. The legal description of the property receiving and benefiting from the easement.
3. The legal description of the easement.
4. What rights are being granted or restricted by the easement. At a minimum the property granting the easement must be restricted from building a principal structure within 10 feet of the adjacent property's principal structure. Additionally, the owner of the property receiving the easement must be granted the right of access from the granting lot to maintain the side of the house. Additional rights or restrictions are up to the individual parties.
5. Identification and signatures of the landowners including both spouses if a married couple, of properties involved.

The easement must be recorded with the King County Department of Records and Elections and must be provided with any application for a relevant use or building permit. It becomes part of the title records for each of the properties involved. You may wish to have easement documents prepared by an attorney, but this is not required. Easements may also be incorporated in short plats or full subdivision applications and approvals.

**Accessory Structure Agreements**

Accessory structures include garages, greenhouses, storage sheds and similar buildings, which are detached from the principal structure (the house) but are on the same lot.

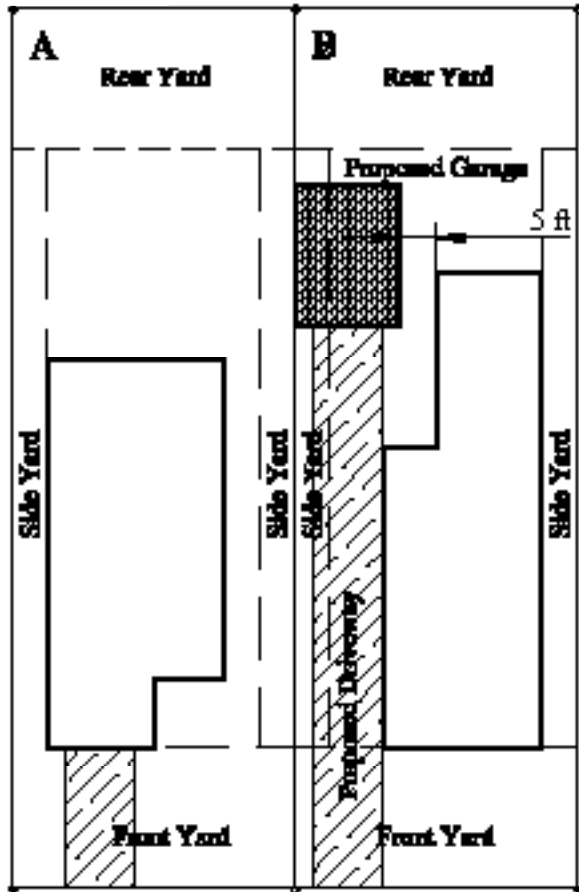
Private garages may be located in the portion of a side yard that is within 35 feet of the centerline of an alley or within 25 feet of any rear lot line that is not an alley lot line **without** providing an agreement with the adjacent neighboring property.

To place accessory structures in other portions of required side yards on a lot, the property owner must have an agreement from the neighboring property owner. (23.44.014D2) The neighboring property owner may agree to allow the accessory structure to abut his or her side or rear yards.

In **Figure 3**, notice the locations of the side yards; they do not extend into the required front or rear yards. Different rules apply to structures in front and rear yards. Accessory structures located completely in required rear yards are generally permitted outright without an agreement with the adjacent property owner. The Building Code has specific firewall construction requirements for walls built on property lines.

All garages or similar structures which may be built in side or rear yards, are limited in size to 1,000 square feet and to heights of 12 feet. Garages (only), may have a pitched roof that extends an additional 3 feet (maximum of 15 feet). Additionally, structures allowed in rear yards may cover a maximum of 40 percent of

**Figure 3**



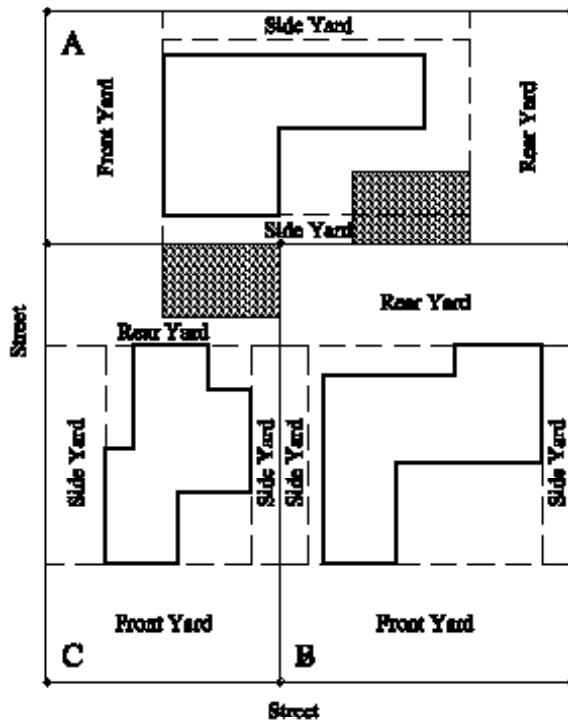
the required rear yard.

In **Figure 3**, the owner of Parcel B wishes to construct a garage as indicated. The owner of Parcel A must formally agree to that side yard location.

In **Figure 4**, the owner of Parcel A wishes to construct a garage in its side yard. However, since this location directly adjoins the rear yard of Parcel B, it will be necessary for the owner of Parcel A to obtain an agreement from the owner of Parcel B in order to locate the garage within 5 feet of the common lot line.

Parcel C is a reversed corner lot (its street side yard lot line is in effect a continuation of the front yard lot line of Parcel A). Parcel C would also be required to obtain an agreement, in this case from the owner of

**Figure 4**



Parcel A to construct a garage in the rear yard closer than 5 feet to the common lot line between the parcels.

**Preparing an Agreement**

An Accessory Structure Agreement (see attached sample form) must include the following:

1. Address and complete legal descriptions of both properties.
2. Owners of record of both properties.
3. The agreed specifics such as, “property owner of Lot A agrees to allow property owner of Lot B to construct a garage or other accessory structure in the side yard abutting the lot line of Lot A.”
4. Signature of the parties.

The agreement must be recorded with the King County Department of Records and Elections. These agreements become a part of the title records of the properties. The agreement, stamped with the recording number, must be submitted with the building permit application for the accessory structure. The agreement will be placed in the DPD property records for both addresses for future reference.

## Easement and Accessory Structure Agreement Instructions

Attached to this Client Assistance Memo are two sample forms, one for the Side Yard Easement and one for a Side yard Accessory Structure Agreement. To meet the State of WA document recording requirements the finished forms first page should have a 3-inch top border and 1-inch side and bottom borders. The "After Recording Return To:" statements should be the only text to appear in the 3-inch top border. All additional pages should have 1-inch borders all around. Any variations from the content of this sample form must be reviewed and approved by DPD. You are advised to consult your legal advisor if you have any questions about how this document may affect your legal rights.

Type all non-bold text as is. Read the bold text instructions and type the appropriate text in its place.

### Side Yard Easement Sample Form

You may prepare and provide to DPD a signed Single Family Side Yard Easement that follows this sample form to satisfy the requirements of DPD and the Seattle Municipal Code. Use the singular or plural of "Grantor" and "Grantee" depending upon the number of property owners involved. All property owners and the spouse of each property owner must sign.

### Accessory Structure Sample Forms

You may prepare and provide DPD with a signed Accessory Structure Agreement that follows the applicable sample form to satisfy the requirements of DPD and the Seattle Municipal Code. Use the singular or plural of "Owner" and "Adjoining Owner" depending upon the number of property owners involved. All property owners and the spouse of each property owner must sign. Exhibit A should be a plot plan showing the dimensions of the proposed accessory structure and its location with respect to the lot line, the principal structure and other improvements on your property.

## Questions?

For additional information, please speak with a Land Use Planner in person at the DPD Applicant Services Center, located on the 20th floor of Seattle Municipal Tower at 700 Fifth Ave, or submit your question online using our Land Use Q&A Service at [www.seattle.gov/dpd/landuse](http://www.seattle.gov/dpd/landuse).

**NOTE:** Due to the complexity of Seattle's Land Use Code, and the importance of providing you with the most accurate information that specifically addresses your situation, DPD staff does not answer questions on this topic by phone.

## Access to Information

Links to electronic versions of DPD **Client Assistance Memos (CAMs)**, **Director's Rules**, and the **Seattle Land Use Code** are available on the "Publications" and "Codes" pages of our website at [www.seattle.gov/dpd](http://www.seattle.gov/dpd). Paper copies of these documents are available from our Public Resource Center on the 20th floor of Seattle Municipal Tower at 700 Fifth Ave. in downtown

AFTER RECORDING RETURN TO:  
Permits and Plans Division  
Department of Planning and Development  
700 Fifth Avenue, Suite 2000  
P.O. Box 34019  
Seattle, WA 98124-4019

## INSTRUCTIONS

This document is a SAMPLE of a Single-Family Side Yard Easement Agreement.

To meet state recording requirements, the only text allowed in the top 3 inches of the agreement is the "After Recording Return To" address information shown at left. You must provide a 3-inch margin at the top of the first page of the agreement and a 1-inch margin on the sides and bottom. Subsequent pages must have a one-inch border on all sides.

## SINGLE-FAMILY SIDE YARD EASEMENT AGREEMENT

THIS SINGLE-FAMILY SIDE YARD EASEMENT AGREEMENT (this "Agreement") is made by and between **[type name(s) of persons giving the side yard easement — the owners of the property abutting your side lot line]** ("Grantor(s)") and **[type your name(s) — you are receiving the side yard easement]** ("Grantee(s)").

### RECITALS

- A. The Land Use Code of The City of Seattle requires a five- (5-) foot side yard for single-family structures in Single Family zones.
- B. Section 23.44.014D(3) of the Seattle Municipal Code provides an exception to the five- (5-) foot side yard requirement: the side yard for a single-family structure may be less than five (5) feet along one (1) side lot line if the property owner of the lot abutting that side lot line grants a side yard easement sufficient to leave a ten- (10-) foot separation between the two principal structures of the adjoining lots.
- C. Grantor(s) (is, are) the sole owner(s) of the real property legally described as follows and hereafter referred to as Parcel A:

**[ADD LEGAL DESCRIPTION OF YOUR NEIGHBOR'S PROPERTY]**

Owner('s)(s') Property is commonly known as:

**(ADD ADDRESS OF YOUR PROPERTY)**

- D. Grantee(s) (is, are) the sole owner(s) of the real property legally described as follows and hereafter referred to as Parcel B:

**[ADD LEGAL DESCRIPTION OF YOUR PROPERTY]**

Owner('s)(s') Property is commonly known as:

**(ADD ADDRESS OF YOUR PROPERTY)**

- E. Grantee(s) desire(s) to acquire an easement appurtenant to Parcel B over a portion of Parcel A for side yard, maintenance and repair purposes.

Now, therefore, in consideration of **[type in monetary or other consideration]**, and the covenants and conditions set forth below, the parties agree as follows:

### EASEMENT

1. Grant of Easement. Grantor(s) hereby grant(s) to Grantee(s) an easement ("Easement") over and across the following described portion of Parcel A (such portion is referred to as the "Easement Area"), subject to the terms and conditions set forth in this Agreement:

**[ADD LEGAL DESCRIPTION OF THE EASEMENT]**

The Easement shall be appurtenant to and for the benefit of Parcel B. The Easement shall be an encumbrance on Parcel A.

2. Purpose of Easement. The purpose of the Easement is to enable Grantee(s) to build a single-family structure in to the required five- (5-) foot side yard of Parcel B abutting Parcel A, to create a permanent ten- (10-) foot separation between the principal structure on Parcel A and the principal structure on Parcel B, as required by Section 23.44.014D(3) of the Seattle Municipal Code, to provide access for maintenance and repair of the principal structure on Parcel B and for no other purpose. **[This language may be modified if the parties agree to an additional purpose to the easement, such as providing access for parking, but the easement may not authorize structural encroachment by a new building.]**
3. Grantor('s)(s') Use of Easement. No portion of the principal structure on Parcel A shall encroach on the Easement Area. Grantor has the right to use the Easement Area for any purpose not inconsistent with the foregoing and the grant of easement described in this Agreement.
4. Binding Effect. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.
5. General. This Agreement may be modified only in writing signed by the parties and approved by the City of Seattle Department of Planning and Development. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.
6. Effective Date. This Agreement shall be effective as of the date executed by Grantor(s) and Grantee(s) and accepted by the City of Seattle Department of Planning and Development.

GRANTOR(S):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

GRANTEE(S):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_





AFTER RECORDING RETURN TO:

Permits and Plans Division  
Department of Planning and Development  
700 Fifth Avenue, Suite 2000  
P.O. Box 34019  
Seattle, WA 98124-4019

## INSTRUCTIONS

This document is a SAMPLE of an Accessory Structure Agreement (Side Yard).

To meet state recording requirements, the only text allowed in the top 3 inches of the agreement is the "After Recording Return To" address information shown at left. You must provide a 3-inch margin at the top of the first page of the agreement and a 1-inch margin on the sides and bottom. Subsequent pages must have a one-inch border on all sides.

## ACCESSORY STRUCTURE AGREEMENT (SIDE YARD)

This Accessory Structure Agreement (this "Agreement") is made by and between **(type your name(s))** ("Owner(s)") and **(type the name(s) of the owner(s) of the property abutting your side lot line)** ("Adjoining Owner(s)").

### RECITALS

- A. Section 23.44.014C of the Seattle Municipal Code requires a five- (5-) foot side yard for single family residences.
- B. Pursuant to Section 23.44.014D(2), certain accessory structures, such as greenhouses and detached garages, may be located in a required side yard that abuts the side or rear yard of another lot if the abutting property owner consents in writing.
- C. Owner(s) own(s) the real property legally described as follows, which is hereafter referred to as Owner('s)(s') Property:

#### **(ADD LEGAL DESCRIPTION OF YOUR PROPERTY)**

Owner('s)(s') Property is commonly known as:

#### **(ADD ADDRESS OF YOUR PROPERTY)**

- D. Adjoining Owner(s) own(s) the real property legally described as follows, which is hereafter referred to as Adjoining Owner('s)(s') Property:

#### **(ADD LEGAL DESCRIPTION OF YOUR NEIGHBOR'S PROPERTY ABUTTING YOUR SIDE LOT LINE)**

Adjoining Owner('s)(s') Property is commonly known as:

#### **(ADD ADDRESS OF YOUR NEIGHBOR'S PROPERTY)**

- E. Owner(s) desire(s) to construct a **(describe what you will construct)** in the required side yard of Owner('s)(s') Property that abuts the **(side, rear)** yard of Adjoining Owner('s)(s') Property, and Adjoining Owner(s) (is, are) willing to consent to construction of a **(same description of what you will construct)** substantially as depicted on the diagram attached hereto as Exhibit A.

The parties agree as follows:

### AGREEMENT

1. In consideration of **(type in monetary or other consideration)**, Adjoining Owner(s) hereby

consent(s) to the construction of a **(same description as above of what you will construct)** in the side yard of Owner('s)(s') Property that abuts the **(side, rear)** yard of Adjoining Owner('s)(s') Property, substantially of the dimensions and location depicted on the diagram attached hereto as Exhibit A.

- 2. This Agreement shall be effective upon signature by the parties, acceptance by the City of Seattle and insertion of Owner('s)(s') permit number for the **(same description as above of what you will construct)** in the space set forth below.
- 3. This Agreement shall be recorded with the King County Office of Records and Elections. This Agreement is binding upon Owner(s), Adjoining Owner(s) and their respective heirs, personal representatives, successors and assigns. This Agreement may not be amended or modified except by written document executed and acknowledged by Owner(s) and Adjoining Owner(s) and accepted by The City of Seattle.

OWNER(S):

ADJOINING OWNER(S):

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**(TYPE NAMES OF EACH PERSON SIGNING BELOW THE RESPECTIVE SIGNATURE LINES. EACH PERSON MUST SIGN IN THE PRESENCE OF A NOTARY. THE DOCUMENT MUST BE SIGNED AND STAMPED BY THE NOTARY(IES).)**

**Please attach a separate page titled "EXHIBIT A - DIAGRAM OF SIZE AND LOCATION OF (add description of accessory structure here)." You may use a copy of the plot plan for the permit application, providing it includes the size, location and description of the accessory structure.**

ACCEPTED BY THE CITY OF SEATTLE  
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY: \_\_\_\_\_

—

ITS: \_\_\_\_\_

—

PERMIT NO. \_\_\_\_\_

DATE: \_\_\_\_\_

**(ADD AN ACKNOWLEDGEMENT, IN THE FORM BELOW, FOR EACH OWNER AND ADJOINING OWNER)**

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunder set my hand and official seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_,  
My commission expires: \_\_\_\_\_ .



## INSTRUCTIONS

This document is a SAMPLE of an Accessory Structure Agreement (Rear Yard, Reversed Corner Lot).

To meet state recording requirements, the only text allowed in the top 3 inches of the agreement is the "After Recording Return To" address information shown at left. You must provide a 3-inch margin at the top of the first page of the agreement and a 1-inch margin on the sides and bottom. Subsequent pages must have a one-inch border on all sides.

AFTER RECORDING RETURN TO:

Permits and Plans Division  
Department of Planning and Development  
700 Fifth Avenue, Suite 2000  
P.O. Box 34019  
Seattle, WA 98124-4019

## ACCESSORY STRUCTURE AGREEMENT (REAR YARD, REVERSED CORNER LOT)

This Accessory Structure Agreement (this "Agreement") is made by and between **(type your name(s))** ("Owner(s)") and **(type the name(s) of the owner(s) of the property abutting your rear lot line)** ("Adjoining Owner(s)").

### RECITALS

A. Section 23.44.040(F) of the Seattle Municipal Code permits accessory structures to be located within five (5) feet of the rear yard lot line of a reversed corner lot so long as (1) the rear yard of the reversed corner lot abuts the side yard or rear yard of the abutting lot and (2) the abutting property owner consents in writing.

B. Owner(s) own(s) the real property legally described as follows, which is hereafter referred to as Owner('s)(s') Property:

**(ADD LEGAL DESCRIPTION OF YOUR PROPERTY)**

C. Owner('s)(s') Property is commonly known as:

**(ADD ADDRESS OF YOUR PROPERTY)**

D. Adjoining Owner(s) own(s) the real property legally described as follows, which is hereafter referred to as Adjoining Owner('s)(s') Property:

**(ADD LEGAL DESCRIPTION OF YOUR NEIGHBOR'S PROPERTY ABUTTING YOUR REAR LOT LINE)**

Adjoining Owner('s)(s') Property is commonly known as:

**(ADD ADDRESS OF YOUR NEIGHBOR'S PROPERTY)**

E. Owner(s) desire(s) to construct a **(describe what you will construct)** within five (5) feet of the rear lot line of Owner('s)(s') Property that abuts the side yard or rear yard of Adjoining Owner('s)(s') Property, and Adjoining Owner(s) (is, are) willing to consent to construction of a **(same description of what you will construct)** substantially as depicted on the diagram attached hereto as Exhibit A.

The parties agree as follows:

### AGREEMENT

1. In consideration of **(type in monetary or other consideration)**, Adjoining Owner(s) hereby consent(s) to the construction of a **(same description as above of what you will construct)** within five (5) feet of the rear lot line of Owner('s)(s') Property that abuts the side yard or rear yard of Adjoin-

ing Owner('s)(s') Property, substantially of the dimensions and location depicted on the diagram attached hereto as Exhibit A.

2. This Agreement shall be effective upon signature by the parties, acceptance by the City of Seattle and insertion of Owner('s)(s') permit number for the **(same description as above of what you will construct)** in the space set forth below.
3. This Agreement shall be recorded with the King County Office of Records and Elections. This Agreement is binding upon Owner(s), Adjoining Owner(s) and their respective heirs, personal representatives, successors and assigns. This Agreement may not be amended or modified except by written document executed and acknowledged by Owner(s) and Adjoining Owner(s) and accepted by the City of Seattle.

OWNER(S):

ADJOINING OWNER(S):

\_\_\_\_\_  
Date:\_\_\_\_\_

\_\_\_\_\_  
Date:\_\_\_\_\_

\_\_\_\_\_  
Date:\_\_\_\_\_

\_\_\_\_\_  
Date:\_\_\_\_\_

**(TYPE NAMES OF EACH PERSON SIGNING BELOW THE RESPECTIVE SIGNATURE LINES. EACH PERSON MUST SIGN IN THE PRESENCE OF A NOTARY. THE DOCUMENT MUST BE SIGNED AND STAMPED BY THE NOTARY(IES).)**

**Please attach a separate page titled "EXHIBIT A - DIAGRAM OF SIZE AND LOCATION OF (add description of accessory structure here)." You may use a copy of the plot plan for the permit application, providing it includes the size, location and description of the accessory structure.**

ACCEPTED BY THE CITY OF SEATTLE  
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY:\_\_\_\_\_

ITS:\_\_\_\_\_

PERMIT NO.\_\_\_\_\_

DATE:\_\_\_\_\_

