

Seattle Permits

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

Side Yard Easements and Accessory Structure Agreements for Neighborhood Residential Zones

Updated July 27, 2022

In Seattle's neighborhood residential zones, the City's Land Use Code (Seattle Municipal Code, Chapter 23) allows some flexibility for the placement of your house and accessory structures such as garages.

You can build your house closer than 5 feet to a side lot line and even to the lot line if your neighbor provides a side yard easement. Detached garages, greenhouses and other similar accessory structures separated from your house on the same lot may be built up to the side lot line but only with your neighbor's permission through an accessory structure agreement.

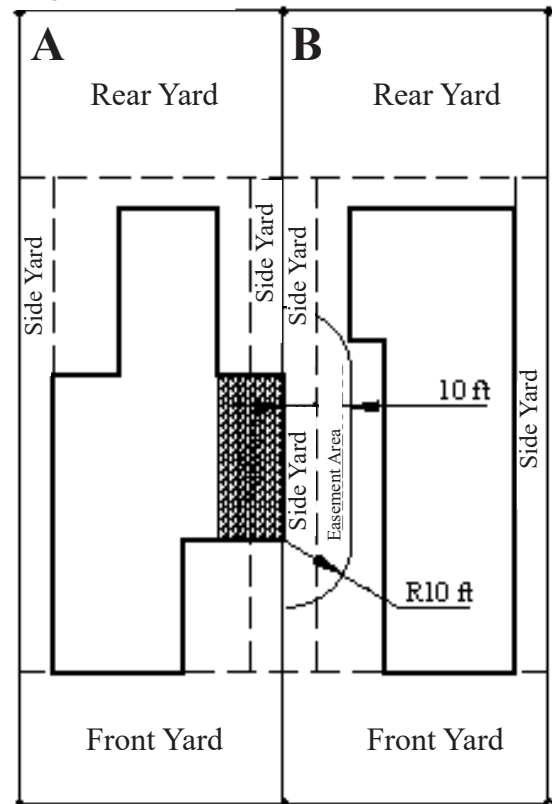
Side Yard Easements

In some circumstances, your house (principal structure) may be built up to a side property line. Our Land Use Code usually requires a 5-foot side yard separating your house and the side lot line on a neighborhood residential zone lot. If you obtain an easement from your neighbor, it is possible to build the house closer than that.

However, the easement means that you promise to maintain a permanent 10-foot separation between your house and your neighbors' house. Your neighbor, 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 your house or your neighbor's, or from both, but in no case may the eaves or anything else cross the property line.

Figure 1



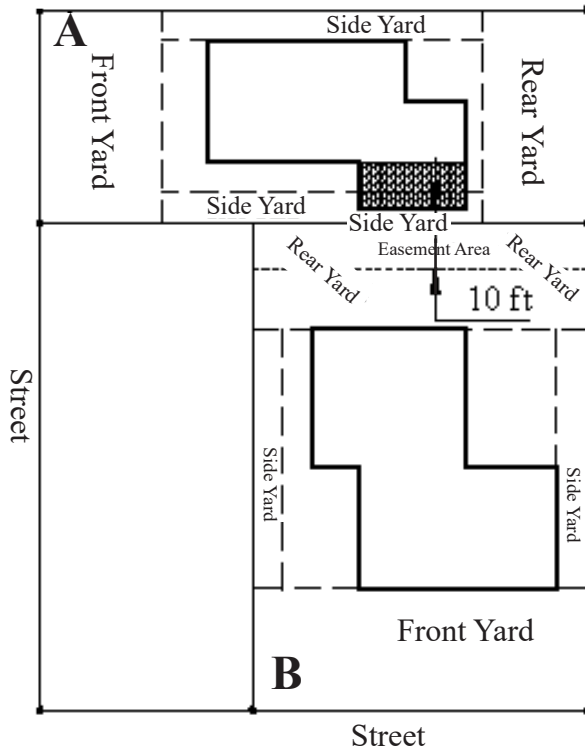
In **Figure 1**, the owner of Parcel A proposes to build an addition to the side of their house. The owner of Parcel B gave permission to the owner of Parcel A through a side yard easement that will maintain a 10-foot separation between the structures all on the neighbor's property (the addition on Parcel A is built to the side property line).

NOTE: The side yard easement area in **Figure 1** is the minimum area required with 10 feet of surrounding area projecting from the corners of the proposed addition. For ease of writing the legal descriptions, you 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 house that will project into their side yard. In this case, the neighbor's property, Parcel B, is configured with its rear yard next to Parcel A's side yard. Parcel B gave permission to give a portion of their rear yard to maintain the minimum 10-foot separation between the houses. In this example only a portion of the 10-foot easement area is provided on the neighbor'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. You and your neighbor 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 expressed in a legal document between you and your neighbor. In the case where the property owner owns both parcels, the owner's name must be shown as the grantor and grantee. This 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, your neighbor must be restricted from building a principal structure within 10 feet of your principal structure. Additionally, the property owner 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 you and your neighbor.
5. Identification and signatures of the landowners including both spouses if a married couple, of properties involved.

You must record the easement with the King County Department of Records and Elections. You must include your recorded easement with any application for a relevant use or building permit. The easement 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 include maps or full subdivision applications and approvals.

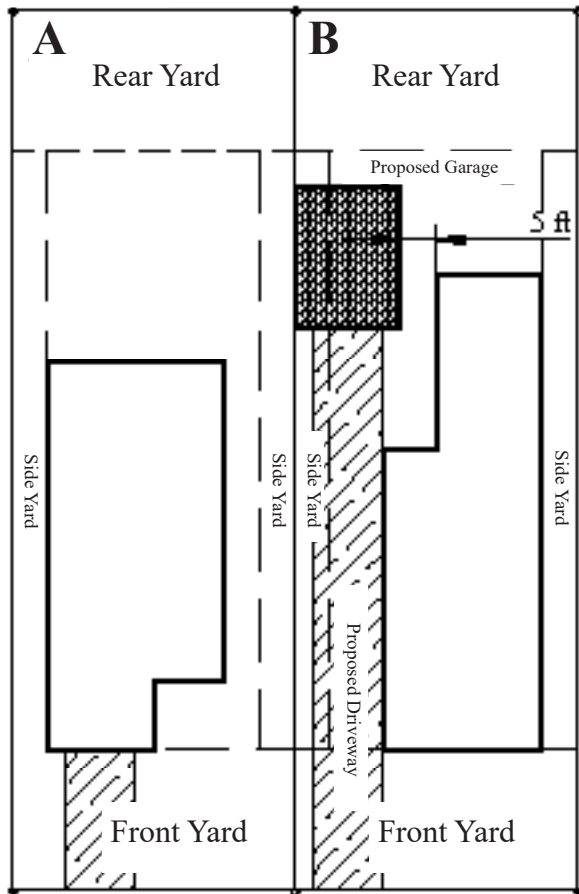
Accessory Structure Agreements

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

You are allowed to have a private detached garage in the portion of your side yard within 35 feet of the centerline of an alley. It must also be within 25 feet of any rear lot line that is not an alley lot line without providing an agreement with your neighbor.

To place accessory structures in other parts of the required side yards on a lot, you must have an agreement from your neighbor (23.44.014.C.2.a). Your neighbor may agree to allow the accessory structure to be located next to their 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. We generally permit accessory structures located completely in required rear yards without an agreement with your neighbor. Our Building Code has specific firewall construction requirements for walls built on property lines.

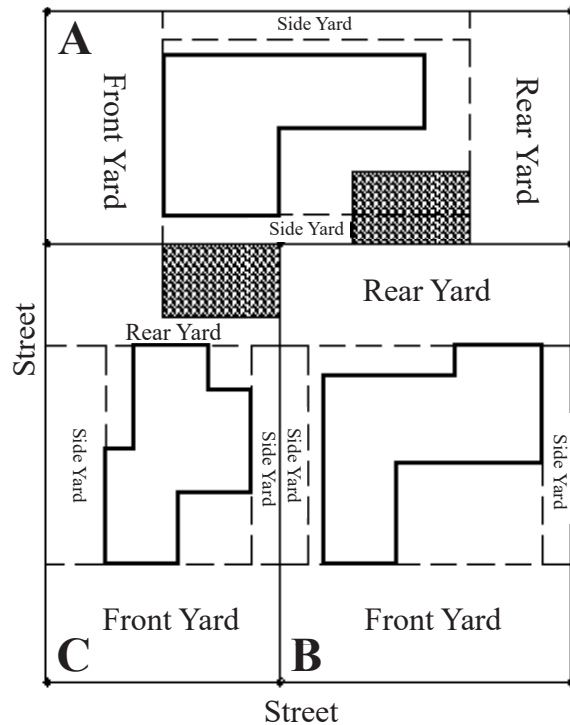
Figure 3

We limit all garages or similar structures that you want to build in side or rear yards to 1,000 square feet and to no more than 12 feet tall. Your garage may have a pitched roof that extends an additional three feet (for a maximum of 15 feet tall). Additionally, structures that are allowed in rear yards may cover a maximum of 40 percent of the required rear yard.

In **Figure 3**, the owner of Parcel B wishes to construct a garage. 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 is next to the rear yard of Parcel B, it's necessary for the owner of Parcel A to get an agreement from the owner of Parcel B in order to place the garage within five feet of the common lot line.

Parcel C is a reversed corner lot (its street-side yard lot line is a continuation of the front yard lot line of Parcel A). The owner of Parcel C would also need to get an agree-

Figure 4

ment with the owner of Parcel A to construct a garage in the rear yard closer than five feet to the common lot line between the properties.

Preparing an Agreement

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

1. Address and complete legal descriptions of both properties.
2. Record of properties from both owners.
3. Your agreement. For example, "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. Signatures from all property owners in the agreement.

You must record your agreement with the King County Department of Records and Elections. These agreements become a part of the title records for the properties. This agreement, stamped with the recording number, must be submitted with your building permit application for the accessory structure. We will include your agreement in our property records for both addresses for future reference.

Easement and Accessory Structure Agreement Instructions

Attached to this Tip are two sample forms: Side Yard Easement and Side yard Accessory Structure Agreement. To meet the State of Washington document recording requirements, your 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. We must review and approve any variations from the content of this sample form. We suggest you 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 can provide us a signed Single Family Side Yard Easement that follows this sample form to satisfy our requirements and the Seattle Municipal Code requirements. You should use the singular or plural of "Grantor" and "Grantee" depending upon the number of property owners involved. All property owners and their spouses must sign the form.

Accessory Structure Sample Forms

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

Questions?

For additional information, contact a land use planner through our Applicant Services Center, www.seattle.gov/sdci/about-us/who-we-are/applicant-services-center (an appointment and a fee may be required), or submit your land use question at https://sdci.zendesk.com/hc/en-us/requests/new?ticket_form_id=1500003356822.

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, our staff does not answer questions on this topic by phone.

Access to Information

Links to SDCI Tips, Director's Rules, and the Seattle Land Use Code are available on our website at www.seattle.gov/sdci.

AFTER RECORDING RETURN TO:

Permits and Plans Division
Seattle Department of Construction and Inspections
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 Neighborhood Residential zones.

B. Section 23.44.014.C.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 23.44.014.C.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 Construction and Inspections. 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 Construction and Inspections.

GRANTOR(S):

Date: _____

Date: _____

GRANTEE(S):

Date: _____

Date: _____

[ADD AN ACKNOWLEDGEMENT, IN THE FORM BELOW, FOR EACH GRANTOR AND EACH GRANTEE]

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 (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.

AFTER RECORDING RETURN TO:

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

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 23.44.014.B (Table A) of the Seattle Municipal Code requires a 5 foot side yard for single family residences.
- B. Pursuant to Section SMC 23.44.014.C.2.a, 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.

ACCESSORY STRUCTURE AGREEMENT (SIDE YARD) - page 3 of 3

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
Seattle Department of Construction and Inspections
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 SMC 23.44.014.C.2.b of the Seattle Municipal Code permits accessory structures to be located within 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) 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 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 feet of the rear lot line of Owner('s)(s') Property that abuts the side yard or rear yard of Adjoining Owner('s) Property, substantially of the dimensions and location depicted on the diagram attached hereto as

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: _____ .