



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WA 98466-6999 • (253) 564-8901 • www.cityoffircrest.net

ACCESSORY DWELLING UNIT
CONCOMITANT AGREEMENT

This agreement, entered into this _____ day of _____ 20__, by and between _____, hereinafter referred to as the ‘Applicant,’ and the City of Fircrest, Washington, a municipal corporation, hereinafter referred to as the ‘City.’

WITNESSETH:

WHEREAS, the Applicant has applied for an Accessory Dwelling Unit (ADU):

WHEREAS, the City and the Applicant are both interested in complying with FMC Title 22 Land Development and the ordinances of the City of Fircrest relating to the provision of ADUs;

WHEREAS, the Applicant is the property owner (i.e., title holder or contract purchaser) of the property described as follows:

Hereinafter sometimes referred to as the ‘Site,’ and

WHEREAS, the Applicant has indicated a willingness to cooperate with the Planning/ Building Department of the City to ensure compliance with all City ordinances and all other local, state, and federal laws relating to the use and development of the Site; and

WHEREAS, the City, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by the Concomitant Agreement.

NOW THEREFORE, the Applicant does hereby covenant and agree as follows:

1. The Applicant promises to comply with all terms of this agreement;
2. The Applicant hereby agrees to be bound by and to comply with the following requirements, which shall not be subject to waiver or variance:
 - a. The design and size of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When there are practical difficulties in carrying out the provisions of this subsection, the building official may grant modifications for individual cases provided the intent of the applicable code is met.
 - b. An ADU may be attached to, or detached from, the principal unit.
 - c. Only one ADU may be created per principal unit.
 - d. The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the ADU as their permanent residence, but not both, and at no time receive rent for the owner-occupied unit.
 - e. An ADU may be developed in either an existing or a new single-family residence.
 - f. An attached ADU shall not exceed 800 square feet or 40% of the principal unit's gross floor area (excluding garage space), whichever is less; provided, if the ADU is completely located on a single floor, the director may allow increased size in order to efficiently use all floor area. A detached ADU shall comply with accessory building size limits and related standards listed in FMC 22.58.003.
 - g. An attached ADU shall be designed to maintain the architectural design, style, appearance and character of the principal unit as a single-family residence. If an attached ADU extends beyond the current footprint or existing height of the principal unit, or requires modifications to the exterior of the building, the addition or modifications must be consistent with the existing façade, roof pitch, siding, windows, and other exterior design elements and finish materials. A detached ADU shall use the same design vocabulary as the principal unit to the extent feasible.
 - h. Only one entrance is permitted to be located on the front façade of the principal unit. If a separate outside entrance is necessary for an attached ADU, it must be located either on the rear or side of the principal unit. This entrance shall be located in such a manner as to be unobtrusive from

the same view of the building that encompasses the main entrance to the principal unit.

- i. No additional off-street parking is required for an ADU unless the director determines that insufficient on-street parking will exist to satisfy parking demand in the neighborhood once the ADU has been occupied. Any additional off-street parking provided in conjunction with the ADU shall, to the extent possible, be located to the side or rear of the principal unit to minimize visual impacts on the streetscape. Off-street parking shall be designed to reduce impacts on adjoining properties through the installation of vegetative screening and/or fencing. The parking surface shall be constructed of a permeable surface such as interlocking paving blocks (cement or plastic) or other porous pavement which minimizes impervious surface and provides a superior appearance when compared with asphalt or concrete paving. For additional off-street parking standards, see chapter 22.60 FMC.
 - j. In order to encourage the development of housing units for people with disabilities, the director may allow reasonable deviation from the requirements of this section when necessary to install features that facilitate accessibility. These facilities shall conform to Washington State regulations for barrier free facilities.
 - k. An ADU shall be connected to the utilities of the principal unit and may not have separate water, sewer and electrical services.
 - l. The total number of occupants in both the principal unit and ADU combined may not exceed the maximum number established by the definition of family in FMC 22.98.267: “Family” means an individual, individuals related by blood, marriage, or adoption, up to and including six individuals who are not related by blood, marriage, or adoption, residing in a single-family dwelling unit (including family group home), individuals with a handicap as defined in the Federal Fair Housing Amendments Act of 1988 (42 USCS Section 3602) as amended and residing in a group home or children residing in a group home.
 - m. A registration form or other forms required by the director shall be filed as a deed restriction with the Pierce County Auditor to indicate the presence of the ADU, the requirement of owner-occupancy, and other standards for maintaining the unit as described above.
3. Applicant agrees and understands that prior to obtaining a Certificate of Occupancy, all required improvements should have been completed and accepted by the City.

4. No modifications of this agreement shall be made unless mutually agreed upon by the parties in writing.
5. The City may, at its discretion, bring a lawsuit to compel specific performance of the terms of this agreement. In addition to all other remedies available to the City by law, the City reserves the right to revoke its approval of the ADU permit should the Applicant fail to comply with any of the terms and conditions of this agreement.
6. If any condition or covenant herein is not performed by the Applicant, the Applicant hereby consents to entry upon the site by the City, or any entity, individual, person or corporation acting on behalf of the City for purposes of curing said defect and performing said condition or covenant. Should the City in its discretion exercise the rights granted herein to cure said defect, the Applicant, his/her successors and assigns, consent to the entry of the City on the above-described property and waive all claims for damages of any kind whatsoever arising from such activity and the Applicant further agrees to pay the City all costs incurred by the City in remedying said defects or conditions. The obligations contained in this section are covenants running with the land, and burden the successors and assigns of the respective parties. Upon the sale of the property, a new owner shall be required to sign a new affidavit of residency pursuant to Fircrest Municipal Code Title 22.
7. In the event that any term or clause of this agreement conflicts with applicable law, such conflict shall not affect other terms of this agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ATTEST:

CITY OF FIRCREST

By _____
Planning/Building Director

By _____
(Applicant Name)

ACCESSORY DWELLING UNIT (ADU)
AFFIDAVIT OF RESIDENCY

(I/We) certify, pursuant to Fircrest Municipal Code Title 22, as the property owner(s) (i.e. title holder or contract purchaser) of the property located at _____, that _____ (I/We) occupy either the main dwelling unit or the accessory dwelling unit and that _____ (I/We) will continue to maintain residency in either the main dwelling unit or the ADU upon issue of a Certificate of Occupancy. In addition, _____ (I/We) further attest that at no time shall _____ (I/We) receive rent for the owner-occupied unit. _____ (I/We) further recognize that falsely attesting owner-residency shall be a misdemeanor subject to a fine not to exceed \$5,000.00, including all statutory costs, assessments and fees. _____ (I/We) also acknowledge that _____ (I/We) shall not subdivide the ADU or otherwise segregate the ADU in ownership from the main dwelling unit.

Signed by Owner(s): _____

STATE OF WASHINGTON)
) ss
County of Pierce)

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this _____ day of _____, 20__, personally appeared before me _____, to me known to be the individual(s) who executed the above instrument, and acknowledged said instrument to be their free and voluntary act and deed, for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary public in and for the State of
Washington, residing at _____
My commission expires: _____