

Return Address:

Town of Yarrow Point  
Attn: Town Clerk  
4030 95<sup>th</sup> Ave NE  
Yarrow Point, WA 98004

### ENCROACHMENT AGREEMENT

**Grantor:** Town of Yarrow Point  
**Grantee:** \_\_\_\_\_  
**Property Legal Description (abbreviated):**  
Full legal on Attachment "A"  
**Property Tax Parcel ID No.:** \_\_\_\_\_

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016. The parties ("Parties") to this Agreement are the Town of Yarrow Point, a Washington municipal corporation ("Grantor") and \_\_\_\_\_ ("Grantee").

**A.) Description of Property.** The Grantee owns certain real property commonly known as \_\_\_\_\_ (street address) Yarrow Point, Washington, and legally described in Attachment A ("Property").

**B. Improvements.** Grantee wishes to construct or plant or has constructed or planted the private improvements described in Attachment B ("Improvements"). These Improvements currently encroach or will encroach on property owned by the Town of Yarrow Point commonly known as \_\_\_\_\_ (street name) ("Town Property").

NOW, THEREFORE the Parties agree as follows:

1.) **License.** The Grantor hereby grants a temporary, nonexclusive license to Grantee to permit the Improvements to remain or to be constructed on the Town Property so long as the Improvements continue to meet the conditions specified in the Encumbrance Permit, do not interfere with the reasonable public access to the Town Property, do not threaten public health, safety or welfare, and/or Grantor does not wish to use the Town Property for any other purpose. This license may be revoked by the Town at any time with or without cause.

2.) **Agreement to Remove.** In the event the Town determines that the Improvements have failed to meet the conditions specified in the Criteria for Evaluating Encroachments set forth in Section 12.24.010 (E) of the Town of Yarrow Point Municipal Code; threaten public health, safety or welfare; or the Town wishes to terminate this Agreement for any other reason, the Grantee shall remove or modify the encroaching improvements within sixty (60) days of receiving notice from the Town; at Grantee's sole cost and expense.

In the event the Improvements interfere with routine operations and maintenance of public improvements, the Grantee shall remove the Improvements within fourteen (14) days of receiving notice from the Town at Grantee's sole cost and expense.

In the event of an emergency, the Grantee shall immediately remove the Improvements or alternatively, the Town may enter the Property in order to remove the Improvements and the costs to remove the Improvements shall become a lien on the Property.

Upon removal of the Improvements, Grantee agrees to return the Town Property to its original condition or as near to its original condition as reasonably prudent.

3.) **Grantor's Remedy if Grantee Fails to Remove.** In the event the Grantee has received notice to remove the Improvements and the removal or modification is not done in a timely fashion or does not meet other removal requirements specified in the removal notice, the Grantor is authorized to do the necessary work or to designate a third party to perform the work. The Grantee shall be responsible for all costs associated with the performance of such work, including reasonable overhead and attorney fees.

The Grantor shall not be responsible for any resulting damage to or destruction of the Improvements. Further, the debt shall be a lien against the Property.

In the event of an emergency that requires immediate repair to the public improvements or access to the public right of way, the Grantor may demolish, remove or modify the Improvements with no notice to the Grantee. The Grantor shall not be liable for any resulting damage to or destruction of the Improvements.

4. **Maintenance of Improvements.** Maintenance of the Improvements shall be the sole cost and responsibility of the Grantee. The Grantee shall maintain the Improvements according to the specifications of the Encroachment Permit. If Grantee fails to maintain the Improvements, the Grantor may take steps to ensure that the Improvements do not interfere with reasonable public access to any public property or threaten public health, safety or welfare. These steps may include removing or modifying the Improvements as outlined in Section 2 of this Agreement.

5. **Indemnification.** The Grantee agrees to indemnify, hold the City, its elected officials, officers, employees, agents and assigns harmless from any and all claims, demands, losses, actions, liabilities (including all costs and attorney fees) arising out of damages to persons or property resulting from the construction, location or removal of

the Improvements. The provisions of this Section shall survive the expiration or termination of this Agreement.

6. **Recording Requirement.** The Grantee shall record this Agreement against the Property with the King County Recorder’s Office and pay all recording fees. This Agreement shall run with the land, and therefore bind Grantee, Grantee’s heirs, assigns and any subsequent owners of the Property. No Encumbrance Permit will be granted until the Grantor receives a copy of the Agreement from the Recorder’s Office.

7. **Encumbrance Permit & Fee.** The Grantee shall obtain an Encroachment Permit and pay the Encroachment Permit fee and Encroachment Agreement fee as established by the Grantor, prior to receiving an Encroachment Permit.

8. **General Provisions.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This agreement shall be binding upon and inure to the benefit of the Parties’ successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all of its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the Town to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

9. This Agreement shall run with the land and the rights and obligations contained herein shall be binding upon the parties to this Agreement, their heirs, successors and assigns.

**GRANTOR: TOWN OF YARROW POINT**

By: \_\_\_\_\_  
Dicker Cahill,  
Mayor of the Town of Yarrow Point

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Dicker Cahill, to me known to be the Mayor of the Town of Yarrow Point, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN my hand and official seal this \_\_\_\_\_ day \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
My commission expires: \_\_\_\_\_

**GRANTEE:**

By: \_\_\_\_\_  
\_\_\_\_\_, Owner

By: \_\_\_\_\_  
\_\_\_\_\_, Owner

STATE OF WASHINGTON        )  
                                       ) ss.  
COUNTY OF KING            )

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 on oath swore that he/she/they executed the foregoing  
instrument as his/her/their free and voluntary act and deed for the uses and purposes  
therein mentioned.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington.  
My commission expires; \_\_\_\_\_

**ATTACHMENT A**

Legal Description of Owner's Property:

## **ATTACHMENT B**

### Description of Encroaching Improvements