

PERMIT NO.

TOWN OF YARROW POINT



ACCEPTED _____ DATE _____

APPROVED _____ DATE _____

ISSUED _____ DATE _____

4030 - 95th Ave NE
Yarrow Point, WA 98004
(425) 454-6994 Fax: (425) 454-7899

APPLICATION FOR RIGHT-OF-WAY ENCROACHMENT

To be completed by owner or owner's agent:

SITE ADDRESS: _____ PARCEL NO.: _____

ALL OWNERS (SINGLE/ H&W/CORP/CO/LLC,ETC): _____

PHONE: _____ EMAIL ADDRESS: _____ ZIP CODE: _____

ENCROACHMENT DESCRIPTION: (ATTACH PLANS):

PERMIT TYPE - SELECT ALL THAT APPLY

ENCROACHMENT AGREEMENT \$1,875

STEPS REQUIRED :

- SUBMIT APPLICATION FORM & AGREEMENT TO TOWN WITH PAYMENT
NOTARARIZE AGREEMENT ONCE AGREEMENT IS APPROVED
RECORD APPROVED & NOTARIZED AGREEMENT WITH KING COUNTY (Use Cover Sheet)
FILE RECORDED AGREEMENT WITH TOWN OF YARROW POINT CLERK

I certify under penalty of perjury that I am the owner of the above described property or the duly authorized agent of the owner(s) acting on behalf of the owner(s) and that all information furnished in support of this permit application is true and correct. I further certify that all applicable federal, state, county, and local requirements for the work authorized by this permit will be met.

SIGNATURE _____ OWNER 0 AGENT 0 DATE _____

PLAN REVIEW COMPLETE/ APPROVED FOR RECORDING:

Town Engineer

Date

TOTAL FEES
LESS FEE PAID AT SUBMITTAL \$ (_____)

RCPT NO.

REC'D BY:

REVIEW CRITERIA

The following review criteria are used by the Town to determine the acceptability of proposed encroachments in public rights-of-way and are based on Yarrow Point Town Code and other applicable applications. Consider:

- 1.) Impact on operations and maintenance of existing and future public/franchise utilities.
- 2.) Extent the improvements may interfere with existing or future street improvements.
- 3.) Impact to sight distance of vehicles and pedestrians.
- 4.) Impact to roadside shoulder parking.
- 5.) Impact to health and safety.
- 6.) How far the improvements will extend into the rights-of-way.
- 7.) How permanent the improvements will be.
- 8.) The extent the improvements give the general public the impression that they are excluded from using the rights-of-way.
- 9.) The extent the improvements may interfere with future private development.
- 10.) Impervious surface, walls/fences, boulders and large trees are not allowed.
- 11.) What impact the encroachments would have on views of neighbors and the general public.

REVIEW PROCEDURE

- 1.) The applicant reviews the rights-of-way encroachment review criteria and submits an application fee of **\$1,875** plus an application for consideration to Staff at Town Hall including a drawing depicting the proposed encroachments. The drawing should include house address, north arrow, street(s) abutting the property, and a detailed description of proposed encroachments. The drawing must be prepared on 8 ½" x 11" or 8 ½" x 14" paper with a minimum 1" clear margin on all sides.
- 2.) If and when the application is approved by Staff of the various departments of the Town, the applicant shall sign and notarize an Encroachment Agreement prepared by the Town and return it for Mayor approval.
- 3.) The applicant will pay the Town an agreement fee and record the agreement or pay a fee to the Town to record the agreement.
- 4.) After the agreement is recorded the Town Clerk will provide the applicant with a copy of the recorded agreement.
- 5.) Applicant may proceed with approved encroachment upon obtaining a Rights-of-Way Use Permit for doing the work in the rights-of-way.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be met whether specified herein or not. The approval of an agreement does not presume to give authority to violate or cancel the provisions of any other State or local law regulating construction or the performance of construction.

Town of Yarrow Point Ordinance No 557-Encroachment into Public Rights-of-Way & Yarrow Point Municipal Code Section 12.24

- A.) An encroachment is any intrusion, irrespective of height or size, into a sidewalk, street, or other public rights-of-way and includes, but is not limited to, fill material, retaining walls, rockeries, plants and trees either deliberately planted or growing from adjacent property, rocks, concrete, asphalt, impervious surfaces or structures and any other natural or man-made material. For purposes of this definition grass and gravel are not considered encroachments of the Town's rights-of-ways.
- B.) An encroachment into a public rights-of-way is not allowed without an encroachment agreement.
- C.) A land owner seeking an encroachment agreement shall submit an application for a permit for encroachment into the public rights-of-way to the Town and pay the applicable fee for such permit.
- D.) A permit to encroach into the public rights-of-way will be granted to an applicant that executes an encroachment agreement and establishes that the proposed encroachment meets or exceeds the criteria, herein after set forth.
- E.) Prior to issuance of an encroachment permit an encroachment agreement shall be signed and recorded by the applicant and / or owner of the property adjacent to the Town rights-of-way and shall be recorded with the King County Records and Election Office.
- F.) An Encroachment Agreement shall:
 1. Specify the type and location of materials, plants or structures allowed in the rights-of-way;
 2. Specify the rights and responsibilities of the Town and the adjacent land owner for maintenance and eventual removal of the encroachment;
 3. Make provisions for reasonable public access, including view, to the rights-of-way and to any adjacent public property;
 4. Make provisions for future access to the rights-of-way for utilities, drainage, vehicles, and pedestrians;
 5. Protect the public health and safety;
 6. State that the Town shall be entitled to revoke an encroachment agreement at any time, with or without cause and without penalty or liability, and that the property owner shall return the property to the same or better condition than existed prior to the encroachment; and
 7. Contain any other criteria deemed necessary by the Town.
- G.) No construction of encroachments shall be allowed until an encroachment permit is issued and an encroachment agreement has been signed and recorded.
- H.) An encroachment agreement does not constitute surrender by the Town of any property rights to the Town rights-of-way.
 - Code Section 12.24.020- Existing Encroachments
 - A. Existing encroachments at the time of the passage of Ordinance No 557 shall be allowed to remain, provided however that the Town shall attempt to acquire voluntarily execution of an encroachment agreement on all encroachments now existing.
 - Code Section 12.24.030 - New Construction/ Remodel
 - A. No permits will be issued for new construction or remodel construction where encroachments presently exist in public rights-of-ways until the owner signs and records an encroachment agreement.
 - Code Section 12.24.040 -Appeal
 - A. Only a denial of an application for encroachment into public rights-of-way may be appealed.
 - B. The appeal shall be to the Planning Commission. The decision of the Planning Commission shall be final.

**TOWN OF YARROW POINT ENCROACHMENT AGREEMENT
APPLICATION REVIEW CRITERIA**

**TO BE FILLED OUT BY TOWN STAFF*

- 1.) Impact on operations and maintenance of existing and future public/franchise utilities.
- 2.) Extent the improvements may interfere with existing or future street improvements.
- 3.) Impact to sight distance of vehicles and pedestrians.
- 4.) Impact to roadside shoulder parking.
- 5.) Impact to public health and safety.
- 6.) How far the improvements will extend into the rights-of-way.
- 7.) How permanent the improvements will be.
- 8.) The extent the improvements give the general public the impression that it is excluded from using the rights-of-way.
- 9.) The extent the improvements may interfere with future private development.
- 10.) Impervious surface, walls/fences, boulders and large trees are not allowed.

Return Address:

Town of Yarrow Point
Attn: Town Clerk
4030 95th 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 _____, 20___. 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 Town, 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: _____
Katy Kinney Harris,
Mayor of the Town of Yarrow Point

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

ATTACHMENT A

Legal Description of Owner's Property:

ATTACHMENT B

Description of Encroaching Improvements

Standard Formatting Requirements for Recording Documents

(Pursuant to **RCW 36.18.010** and **65.04.045**)

Beginning 1/1/1997 all documents submitted for recording in the State of Washington must conform to standards required by RCW 36.18 and 65.04. A cover sheet is required for documents that do not contain the necessary index fields or margins on the 1st page.

For Documents signed after 1996, all pages must have a 1" clear border in order to use a cover sheet.

1) **ALL PAGES:**

- a) Documents submitted for recording must be able to be digitally scanned and reproduce a legible copy, including notary seals (raised notary seals must be smudged prior to recording). **Documents that contain illegible portions will not be accepted for recording.**
- h) Nothing may be affixed to pages (no item can be taped, stapled, etc. - no cut and paste)
- e) Page must be 8 ½" x 14" or less
- d) Font size must be at least 8-point (This is 8-point type)
- e) Paper and ink color must be **capable of being imaged**. Watch for color of highlighting, some colors copy dark, obscuring text. *Dot-matrix printers generally reproduce unacceptable results.*

2) **MARGINS:**

- a) 1st page 3" top margin, 1" sides and bottom margin - or 1" on all sides with a cover sheet.
- b) The 3" top margin left-hand side of the page shall contain the name and address to whom the instrument will be returned
- c) Subsequent pages of same document must have 1" margin on all sides
- d) *Incidental* writing and notary seals in margins are allowed.

3) **FIRST PAGE:**

- a) Title
- b) Reference # for assignments and releases
- c) Grantor(s) and Grantee(s)
- d) Legal description (not needed on assignments, releases, etc.)
- e) Tax parcel ID# required if there is a legal description (not needed on assignments, releases, etc.).

4) Certified copies of previously recorded or filed documents may be recorded with a completed cover sheet.

5) **EXCEPTIONS:**

- a) The following exceptions for formatting standards can be recorded without a cover sheet:
 - i) IRS Tax Liens and releases
 - ii) UCC terminations in which the original UCC fixture filing was completed prior to January 1, 1997 and the termination statement is on the fixture filing
 - iii) Documents previously recorded (in any recording office) may have recording information in the margins.
- b) The following exceptions for formatting standards can be recorded with a properly completed cover sheet (RCW 65.04.047):
 - i) Documents which are formatted to meet court requirements (filed documents)
 - ii) death certificates
 - iii) documents signed prior to 1997
 - iv) military discharges
 - v) National UCC Forms
 - vi) Marriage certificates from outside the state of Washington
 - vii) Any document, one of whose original signer is deceased or otherwise incapacitated
 - viii) Documents executed outside of the United States
 - ix) Certified copies of documents

RECORDING FEES:

See current Fee Schedule: http://wv.w.metrokc.gov/recelec/records/docs/recording_fee_schedule.pdf

Return Address:

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)	
1.	2.
3.	4.
Reference Number(s) of Documents assigned or released:	
Additional reference #'son page_____ of document	
Grantor(s) Exactly as name(s) appear on document	
1.	,
2.	,
Additional names on page_____ of document.	
Grantee(s) Exactly as name(s) appear on document	
1.	,
2.	,
Additional names on page _ of document.	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Additional legal ison page_ of document.	
Assessor's Property Tax Parcel/Account Number assigned	D Assessor Tax # not yet
The Auditor/Recorder will rely on the information provided on this fom1. The staff will not read the document to verify-<' the accuracy or completeness of the indexing information provided herein.	

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document docs does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requi-ements