

City of Kenmore  
18120 68<sup>th</sup> Ave NE  
Kenmore, WA 98028

**City of Kenmore, Washington  
Right-of-Way Use and Encroachment Covenant**

Grantor: City of Kenmore, Washington

Grantee(s)/Property Owner(s): \_\_\_\_\_

Legal Description: \_\_\_\_\_

Tax Parcel ID #: \_\_\_\_\_

Property Address: \_\_\_\_\_

City of Kenmore ROW Permit No.: \_\_\_\_\_

1.1 This Covenant is made by and between the City of Kenmore (the "City") and the Property Owners ("Owner") benefitting from the right-of-way use permit for the purposes of right-of-way use and access as depicted in City of Kenmore permit # \_\_\_\_\_, with the following conditions.

- A. Maintenance of the encroachment is the responsibility of the owner;
- B. The encroachment must be removed by the owner within 90 days at the request of the City;
- C. Any right-of-way use permit covenant is binding on the successors and assigns of the owner(s);
- D. The right-of-way use permit may be revocable with 90 days written notice;
- E. Annual encroachment fees must be paid to the City based on the Fee Schedule in effect at the time of renewal; owner shall contact the City for this amount.

1.2 By signing below I (we) acknowledge that I (we) have read, understand, and agree to the conditions described above. By signing below, I (we) further understand and agree that said right-of-way is owned by the City of Kenmore and is in no way transferred to me or to any other, current or future, owners of my property. I (we)

understand and agree that my continued use of the right-of-way is a voluntary allowance by the city that may be terminated after 90 days written notice. I (we) understand and agree that the city may alter the right-of-way as it sees fit and may remove any such improvements from the right-of-way.

I (we) understand and agree that the city has no responsibility to reconstruct, or to provide any compensation for the reconstruction of such improvements within city right-of-way. I (we) further agree to maintain the right-of-way to city standards until such time as the city revokes the permit. I (we) understand and agree that this covenant shall be binding on all successors and assigns to our property and that this covenant shall be disclosed with any future sale or transfer of our property. I (we) agree to indemnify, hold harmless and defend the City of Kenmore, employees, and agents from and against any and all claims, demands, costs, fees and causes of action for any injury to persons or damage to property arising out of or connected with property owners use of the right-of-way or the encroachment permitted by the City of Kenmore, or arising out of property owners removal of the encroachment.

The parties have executed this Covenant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Owner \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

Owner \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is/they are) authorized to execute the foregoing instrument and acknowledged it as the \_\_\_\_\_ of the property identified in this instrument and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act for the uses and purposes mentioned therein.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Name (Print/Type) \_\_\_\_\_

NOTARY PUBLIC in and for the State of  
Washington,

Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_