



201006080031

Skagit County Auditor

6/8/2010 Page 1 of 4 11:03AM

**Document Title:**

Agreement Regarding Encroachment

**Reference Number :**

**Grantor(s):**

☐ additional grantor names on page \_\_\_\_.

1. Corporation of the Catholic Archbishop of Seattle

2.

**Grantee(s):**

☐ additional grantee names on page \_\_\_\_.

1. Jason A. Lambert

2. Katie A. Lambert

**Abbreviated legal description:**

☒ full legal on page(s) 2.

Lot 19, West View Plat, N 92' of Lot 1, SP#BURL-1-86

Lot 2, SP#80-93, Lots 1, 2, 3 Burlington SP #2-93

**Assessor Parcel / Tax ID Number:**

☐ additional tax parcel number(s) on page \_\_\_\_.

P120512 / 3867-000-045-0011 & P62590 / 4818-000-019-0000

**When recorded return to:**  
CCAS Property & Construction  
710 9<sup>th</sup> Avenue  
Seattle, WA 98104

### **AGREEMENT REGARDING ENCROACHMENT**

The parties hereto stipulate and agree on this 5th day of May, 2010, as follows:

WHEREAS, Jason A. Lambert and Katie A. Lambert own the following property known as Parcel P120512 and legally described as:

Lot 19, Plat of West View, recorded June 4, 2003, under Auditor's File No. 200306040117, together with the North 92 feet of Lot 1 of Short Plat No. BURL-1-86, approved December 16, 1986, recorded December 24, 1986, in Volume 7 of Short Plats, page 151, under Auditor's File No. 8612240005, being a portion of the West half of Tract 48, Plat of Burlington Acreage Property, as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington

AND, WHEREAS, Corporation of the Catholic Archbishop of Seattle (CCAS), a Washington Corporation Sole, owns the following property known as Parcel P62590 and legally described as:

Lot 2 of Short Plat #80-93 AF, Lots 1, 2 & 3 of Burlington Short Plat No. 2-93, approved March 23, 1993, recorded April 1, 1993, in Book 10 of Short Plats, page 180, under Auditor's File No. 9304010033 being a portion of Tracts 45 & 48, Plat of Burlington Acreage Property, as per plat recorded in Volume 1 of Plats, page 43, together with a nonexclusive easement for utilities ingress & egress, records of Skagit County, Washington

AND, WHEREAS, the parties desire to amicably define their mutual boundary;

AND, WHEREAS, a fence and landscaping encroach upon Parcel P62590 owned by the CCAS, said encroachment is 13.4 feet wide by 106.44 feet long, running in a north-south direction, directly West of and running parallel to the parties mutual boundary line and as also shown in attached Exhibit A;

#### **THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

It is agreed and understood that the presence of the existing encroachment upon Parcel P62590 owned by the Corporation of the Catholic Archbishop of Seattle and serving Parcel P120512 owned by Jason and Katie Lambert has not established a title by adverse possession.

It is further agreed that the encroachments shall not ever at any time in the future establish a title by adverse possession because the parties agree that the said encroachment is with the consent of the owner of Parcel P62590, Corporation of the Catholic Archbishop of Seattle.

It is agreed and understood that all costs of exercising the rights conveyed by this agreement shall be borne by Jason and Katie Lambert.

It is agreed that the area shall not be extended or expanded for any purposes. It is further agreed that no additional improvements (structures) shall be constructed or placed upon Parcel P62590. The area may be used solely for the purpose of quiet enjoyment.

It is agreed that the Lamberts, at all times, shall not conduct any activities on or use the property for any purposes that are contrary to any city, county or state codes, ordinances, and laws.

It is agreed that the Lambert's homeowner's insurance policy shall provide and include liability coverage in the amount of \$1,000,000.00 for the duration of the Lambert's use of the church's property.

It is agreed that Jason A. Lambert and Katie A. Lambert shall indemnify and hold harmless the Corporation of the Catholic Archbishop of Seattle and St. Charles Parish, Burlington, Washington, its officers, agents, employees, and volunteers from all costs, claims, losses or liabilities for their own negligent acts or omissions, and those of their agents or representatives, family, guests, including attorney's fees, costs, and expenses for or on account of injuries or damages sustained by any person or property



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resulting from the Lambert's exercise of the rights herein granted or negligent activities or omissions of the Lamberts resulting from exercise of the rights granted in this agreement.

It is agreed that the use of Parcel 62590 may be revoked at any time. When the church property is needed for church purposes or the property is sold, Corporation of the Catholic Archbishop of Seattle reserves the right to reclaim the property for its intended purposes.

It is further agreed that this agreement is NOT transferable and shall automatically terminate when the Lambert's property is sold or leased to another party or is destroyed, abandoned, or vacated.

Acknowledged by:

Jason A. Lambert  
Jason A. Lambert

5-24-2010  
Date

Katie Lambert  
Katie A. Lambert

5-24-10  
Date

For Corporation of the Catholic Archbishop of Seattle

BY: Patrick J. Sursely  
Patrick J. Sursely, Attorney-in-Fact

5/27/10  
Date

State of Washington )  
County of SKAGIT ) ss

On this day personally appeared before me, Jason A Lambert and Katie A. Lambert, to me known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 24th day of MAY, 2010  
William J. Brice  
NOTARY PUBLIC in and for the State of Washington  
Residing at: BURLINGTON  
My commission expires: 11-12-2011

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

On this 27th day of May, 2010, before me personally appeared, Patrick J. Sursely, to me known to be the Attorney-in-Fact for the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

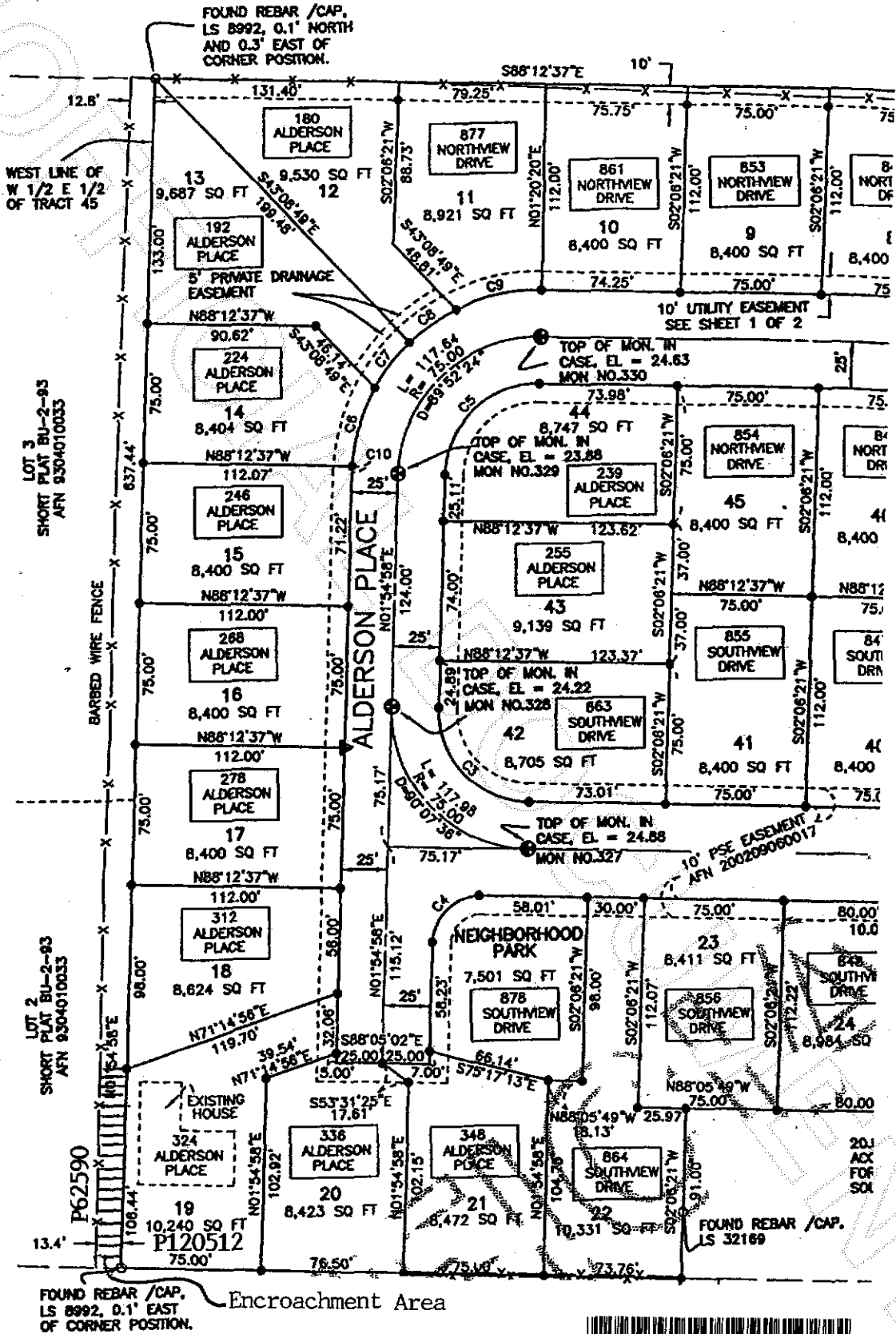
WITNESS my hand and official seal hereto affixed the day and year above written.

Paula M. Masters  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Seattle, WA  
My commission expires: 11-05-2010



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# EXHIBIT A



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