



200108030177

, Skagit County Auditor

8/3/2001 Page 1 of 3 3:36:07PM

When recorded return to:
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

ISLAND TITLE COMPANY
ACCOMMODATION RECORDING
QA-3709 ✓

ENCROACHMENT AGREEMENT

3788-006-017-0000

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and HOUSING AUTHORITY OF THE CITY OF ANACORTES, hereinafter referred to as "OWNER".

Whereas, OWNER Anacortes Housing Authority is the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 902 22nd Street and 904 23rd Street, Anacortes, WA 98221.

Lots 1 through 6 and lots 13 through 18 of block G. of 1st addition to Anacortes, according to the plat recorded in volume 2 of plats, page 24, records of Skagit County. Lots 2 through 7 of block G, Stewart's 1st addition, according to the plat recorded in volume 2 of plats, page 14, records of Skagit County, WA. Lots 24 and 25 of Nelson's first addition to Anacortes. According to the Plat Recorded in Volume 2 of Plats, page 102, Records of Skagit County.

Whereas, the Owner has placed certain improvements in the right of way adjacent to said property consisting of:

Erect 52 feet of 6-foot high chain link fence, with slats on three sides to enclose garbage dumpsters. Construct a curbed parking barrier to prevent parked vehicles from interfering with Sanitation service. The construction will encroach 16' into the City right of way, but will remain within the boundaries of the existing parking area.

Whereas, the City is agreeable to allowing said encroachment on certain terms and conditions:

1. The enclosed agreement must be signed and notarized by each property owner(s) and returned to Cherri Kahns, Executive Secretary.
2. The \$100.00 fee for the enclosed Encroachment Agreement shall be paid to the Building Department for processing and recording.
3. The Owner(s) agree to comply with all applicable ordinances, laws and codes in constructing the encroachment and further agree to remove the said encroachment within a reasonable time upon request by the City of Anacortes or a duly franchised public

utility. The Owner(s) understand and agree that all costs incurred in removing said improvements shall be at the Owner's sole expense.

4. The Owner(s) agree to indemnify and hold the City harmless from any claims for damages resulting from construction, maintenance or existence of those improvements encroaching into said right-of-way.
5. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
6. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
7. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
8. The construction and use shall not create clear view obstructions at intersections or private property access.

Now, therefore, parties hereby agree as follows:

Dated this 26th day of July, 2001.

OWNER: By: Marcia S. Taylor
 COMMISSIONER

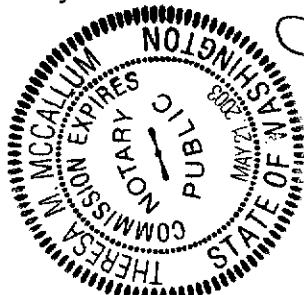
OWNER: By: Verna J. Berentson
 COMMISSIONER

APPROVED BY: H. Dean Maxwell
 H. Dean Maxwell, Mayor

STATE OF WASHINGTON)
)
 COUNTY OF SKAGIT)

On this day personally appeared before me MARCIA TAYLOR, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of July, 2001.



Theresa McCallum
 (Signature)
 Notary Public in and for the State of Washington
Theresa M. McCallum
 Print Name)
 Residing in Skagit County Washington.
 My commission expires: May 21, 2003

STATE OF WASHINGTON)
)
 COUNTY OF SKAGIT)



On this day personally appeared before me Verna Berentson, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of August, 2001.

Theresa McCallum

(Signature)

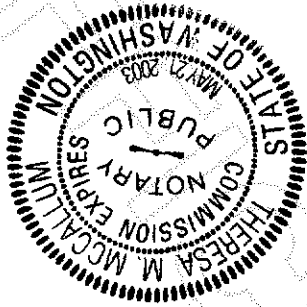
Notary Public in and for the State of Washington

Theresa M. McCallum

(Print Name)

Residing in Skagit County, Washington.

My commission expires: May 21, 2003



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