



200108220096
Skagit County Auditor
8/22/2001 Page 1 of 4 3:21:44PM

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

ISLAND TITLE COMPANY
ACCOMMODATION ONLY QA-3720

ENCROACHMENT AGREEMENT

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and SAM CHEBEIR, hereinafter referred to as "OWNER".

Whereas, OWNER Sam Chebeir is the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 6207 Washington Court, Anacortes, WA 98221.

4771-000-012-0000

*Lot 12 Plat of Sunset Cove Estates, Auditor's File No. 200011280070,
located at 6207 Washington Court, Anacortes, WA 98221.*

A driveway access corridor 12 feet +/- in width, located along the East and South portions of the said lot, occupying 30 LF of an existing Sanitary Sewer easement along the East portion and 20 LF of an existing Sanitary Sewer easement along the South portion of the said lot 12.

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

Driveway will encroach over the sewer line and manhole. The manhole will be part of the driveway. The owner understands that the driveway would need to be replaced at the owners expense if the city requires work on the sewer line.

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.
9. The driveway would need to be at least 6" minimum reinforced concrete. Inside turn radius and driveway shall be designed to allow sewer jet to access manhole.

Now, therefore, parties hereby agree as follows:

Dated this 26th day of July, 2001.

OWNER: By: *Sam Chebeir*

OWNER: By: _____

APPROVED BY: *H. Dean Maxwell*

H. Dean Maxwell, Mayor

STATE OF ^{California R.V} WASHINGTON)
COUNTY OF ^{Riverside SS R.V} SKAGIT)

On this day personally appeared before me Sam Chebeir, 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 9th day of August, 2001.



please see attached

Raquel Villarreal
(Signature)
Notary Public in and for the State of California
Raquel Villarreal
Print Name)
Residing in Riverside, California
My commission expires: Feb. 06, 2005

STATE OF WASHINGTON)
COUNTY OF SKAGIT)



On this day personally appeared before me 8/22/2001 Page 2 of 4 3:21:44PM
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 _____ day of _____, 2001.

(Signature)

Notary Public in and for the State of _____

(Print Name)

Residing in _____, Washington.

My commission expires: _____



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, Skagit County Auditor

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Riverside

} ss.

On August 8th, 2001

Date

before me,

Raquel-Villarreal, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Sam. Chebeir

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Raquel Villarreal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



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, Skagit County Auditor