



200204290287  
Skagit County Auditor  
4/29/2002 Page 1 of 2 3:30PM

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

Island Title Company  
Accommodation only

QA 3825 ✓

### 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, ~~Neil Strandberg~~ hereinafter referred to as "OWNERS".  
STRANDBERG CONSTRUCTION INC.

Whereas, OWNERS and ~~Neil Strandberg~~ Strandberg Construction Inc. the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1319 34<sup>th</sup>, Anacortes, WA 98221.

That portion of lot 9 and 10 of Block 3 Hagadorn's & Stewart's Addition to Anacortes. 3792-003-010-0000

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

The East 40 feet of L Ave. and the alley between 34<sup>th</sup> and 35<sup>th</sup> Street but no further than the Ace of Hearts Creek. Encroachment will be used to landscape and be maintained as a yard.

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

#### Standard 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.

Special Conditions

In the event that the owner requests to have aerial poles removed, the owners shall incur all expenses to relocate Verizon facilities.

Now, therefore, parties hereby agree as follows:

Dated this 17<sup>th</sup> day of April 2002.

OWNER: By: [Signature] Nels Strandberg

OWNER: By: \_\_\_\_\_

APPROVED BY: [Signature]  
H. Dean Maxwell, Mayor

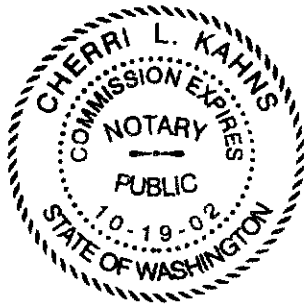
STATE OF WASHINGTON)

ss

COUNTY OF SKAGIT )

On this day personally appeared before me Nels Strandberg, 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 17<sup>th</sup> day of April, 2002.



Cherril Kahns Cherril Kahns  
(Signature)

Notary Public in and for the State of Washington

Print Name)

Residing in Mant Vernon, Washington.

My commission expires: 10-19-02



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