



200207300108  
Skagit County Auditor

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

Island Title Co.  
Accommodation on W  
QA-3851 ✓

### 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 Charles and V. Kay Starkovich, hereinafter referred to as "OWNERS".

Whereas, OWNERS and Charles and V. Kay Starkovich, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3216 West 3<sup>rd</sup> Street, Anacortes, WA 98221.

NP to ANA Lots 4 & 5 Block 705, Northern Pacific Addition to Anacortes, as per plat recorded in volume 2 of plats, page 9 records of Skagit County, Washington. Situate in the County of Anacortes, County of Skagit, State of Washington. Parcel No. P58490.

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

This application is for an existing 6' foot high fence along the South side of the property. The fence is on the property line on the East and West side of the property. The fence encroaches 11' x 60' into city property.

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 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.
3. 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.
4. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
5. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
6. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.

The construction and use shall not create clearview obstructions at intersections or private property access.

Now, therefore, parties hereby agree as follows:

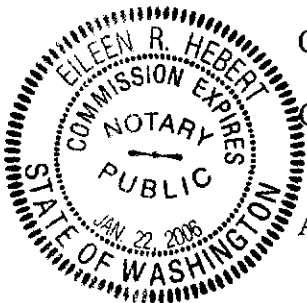
Dated this 5th day of July 2002.

OWNER: By: Charles Starkovich

OWNER: By: V. Kay Starkovich

APPROVED BY: H. Dean Maxwell 7/15/02

H. Dean Maxwell, Mayor



STATE OF WASHINGTON)

ss

COUNTY OF SKAGIT )

On this day personally appeared before me Charles & V. Kay Starkovich, 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 5 day of July, 2002.

Eileen R. Hebert  
(Signature)



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Skagit County Auditor

Notary Public in and for the State of WA

Print Name) \_\_\_\_\_  
Residing in Anacortes, Washington.  
My commission expires: Jan 22, 2006

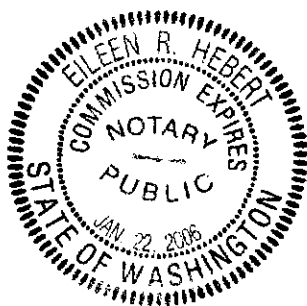
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

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Given under my hand and official seal this 5 day of July, 2002.



Eileen R Hebert  
(Signature)  
Notary Public in and for the State of Washington  
Eileen R. Hebert  
(Print Name)  
Residing in Anacortes, Washington.  
My commission expires: Jan 22, 2006



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