

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

Island Title Co. Accommodation only

QA . 38511

**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 Ellis and Lucille Seger, hereinafter referred to as "OWNERS".

Whereas, OWNERS and Ellis and Lucille Seger, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3816 Sterling Place, Anacortes, WA 98221.

That portion of track 24 Sterling Place, According to the plan there of recorded in volume 16 of plats pages 13 & 14, records of Skagit County, WA.

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

Install a 4' high chain link fence from the corner 7' to the back of the sidewalk on the east property line. Install a 4' high chain link fence 42' long at the back of the sidewalk. Install a 4' high chain link fence from the back of the sidewalk to the owners property line along the existing drive way. (See attached diagram) The proposed plan would encroach 6' by 42' into the city's property.

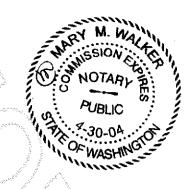
## Standard Conditions

- 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.

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

For Free Variation in the Second of the Contract of the Contra
Now, therefore, parties hereby agree as follows:
Dated this 8th day of 2002.
OWNER: By: * Colles Segue
OWNER: By: Lucu m. Seger
APPROVED BY: A Dean Major 7/15/67 H. Dean Maxwell, Mayor
11. Dodi Waxwen, Wayor
STATE OF WASHINGTON)
COUNTY OF SKAGIT )
On this day personally appeared before me ELLLY SUGEY, 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 8th day of July, 2002.
Skagit County Auditor

7/30/2002 Page



Lon Mallon
(Signature)
Notary Public in and for the State of
Print Name) UMCNU / WAJKET
Residing in MONTON Washington.
My commission expires: 4/3()-04

STATE OF WASHINGTON)
ss
COUNTY OF SKAGIT

On this day personally appeared before me MACLU DOWN, 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.

> 200207300109 Skagit County Auditor 7/30/2002 Page 3 of 4 3:45PM

When Recorded Return to: ELLIS H. SEGER LUCILLE M. SEGER 2502 Shannon Point Rd. Anacortes WA 98221



Island Title Company Order No: A21419

## STATUTORY WARRANTY DEED

THE GRANTOR JOHN D. KALLERSON and BERNARDINE A. KALLERSON, husband and wife

for and in consideration of One Hundred Ninety-Three Thousand and 00/100...(\$193,000.00) DOLLARS

in hand paid, conveys and warrants to

ELLIS H. SEGER and LUCILLE M. SEGER, husband and wife

the following described real estate, situated in the County of Skagit, State of Washington:

Tract 24, STERLING PLACE, according to the plat thereof recorded in Volume 16 of Plats, pages 13 and 14, records of Skagit County, Washington.

Tax Account No.:

4641-000-024-0003 P107111

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

Subject to: Restrictions, reservations and easements of recordape 1 0 2002

Dated: April 2, 2002

Deputy

BERNARDINE A. KALLERS

OHN D. KALLERSON

STATE OF Nevador
COUNTY OF Clark

I certify that I know or have satisfactory evidence that JOHN D. KALLERSON and BERNARDINE A. KALLERSON the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated:

lotary Public in and for the State of Nevada

Notary Public in and for the State of Residing at Clark County My appointment expires:

tment expires: /o/27/o4

JEAN H. SUMMERS
Notary Public, State of Nevede
Appointment No. 00-65853-1
My Appt. Expires Oct 27, 2004

LPB No. 10

200207300109 Skagit County Auditor

7/30/2002 Page 4 of 4

3:45PM