



200208050158

Skagit County Auditor

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

ACCOMMODATION RECORDING

ISLAND TITLE CO.

QB 2226

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 Sid A. Rogerson, hereinafter referred to as "OWNER".

Whereas, OWNER and Sid A. Rogerson, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1520 K Avenue, Anacortes, WA 98221.

Lots 1 through 3, block 128, Map of the City of Anacortes, Skagit County, Wash, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

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

Encroach on the city right of way 21 feet by 80 feet and to construct a deck; 11 feet by 13 feet. Property owner shall landscape and maintain the area of encroachment.

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 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 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 understand and agree that all costs incurred in removing said improvements shall be at the Owners sole expense.
4. The Owner 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 shall not obstruct water meters or other public or private facilities except as approved in this agreement.
6. The Owner shall ensure that any public or private utilities are not impacted or damaged by construction or use.
7. The Owner 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 clearview obstructions at intersections or private property access.

Now, therefore, parties hereby agree as follows:

Dated this 22nd day of July 2002.

OWNER: By: SJ Rogerson

APPROVED BY: H. Dean Maxwell 7/22/02

H. Dean Maxwell, Mayor

STATE OF WASHINGTON)

ss

COUNTY OF SKAGIT)

On this day personally appeared before me SID ROGERSON, 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.



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Skagit County Auditor

Given under my hand and official seal this 22 day of July, 2002.

Traci D. Pederson

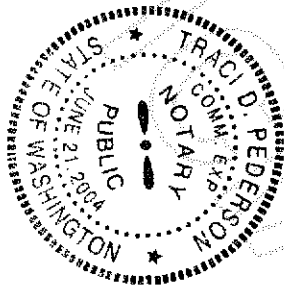
(Signature)

Notary Public in and for the State of Wa

Print Name)

Residing in Oak Harbor, Washington.

My commission expires: 6/21/04



WA 9-65

Roger S4476 of
Sid Rogerson



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