



200211010160  
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 Only  
QA-3874 ✓

**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 R. Douglas and Lydia L. Bradford, hereinafter referred to as "OWNER".

Whereas, OWNER and R. Douglas and Lydia L. Bradford, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3402 Commercial Avenue, Anacortes, WA 98221.

Lots 1 to 6, inclusive, and the East 23 feet of Lot 7, Block 2, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 19, records of Skagit County, Washington.

3775-002-007-0006

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

Encroach 7 feet by 11 feet between the property line and the city sidewalk for construction of a concrete dumpster pad.

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.

Now, therefore, parties hereby agree as follows:

Dated this 29th day of Oct. 2002.

OWNER: By: X

*R Douglas Bradford*

OWNER: By: X

*Yvonne Davis Ford*

APPROVED BY:

*H. Dean Maxwell*

H. Dean Maxwell, Mayor



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