



200304080117
Skagit County Auditor

4/8/2003 Page 1 of 3 11:51AM

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

ACCOMMODATION RECORDING

CHICAGO TITLE CO. QB2296

Island Title Co.

P111984

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 Greg Johnson and Ursula M. Johnson, hereinafter referred to as "OWNERS".

Whereas, OWNER Greg Johnson and Ursula M. Johnson, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2220 24th Street, Anacortes, WA 98221.

Lots 11, 12, 13, and the west 10 feet of Lot 14, all, in Block 215, "Map of the City of Anacortes, Skagit County, Washington, "as per plat recorded in volume 2 of plats, page 4, records of Skagit County, Washington, said premises being also known as Tract "A" of that certain survey recorded under Auditor's file No. 9509010081, in volume 17 of surveys, page 104. Situate in the City of Anacortes, County of Skagit, State of Washington.

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

To construct an 8-foot by 12-foot mound for landscaping and to divert traffic from using an unimproved road along C Avenue.

Now, therefore, parties hereby agree as follows:

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 clearview obstructions at intersections or private property access.

Special Conditions:

None

Chicago Title Company has placed
document for recording as a
matter of courtesy and accepts no
liability for its accuracy or validity

Dated this 24 day of March 2003.

OWNER: By: _____

Greg Johnson

OWNER: By: _____

Ursula M. Johnson

APPROVED BY: _____

H. Dean Maxwell, Mayor



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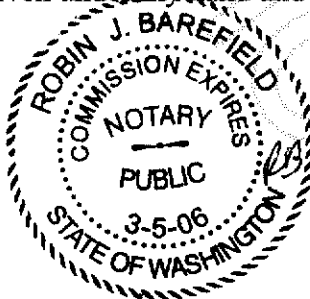
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Greg Johnson, 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 25 day of MARCH, 2003.



Robin J. Barefield
(Signature)
Notary Public in and for the State of Washington
Robin J. BAREFIELD
(Print Name)
Residing in Anacortes, Washington.
My commission expires: 3-5-06

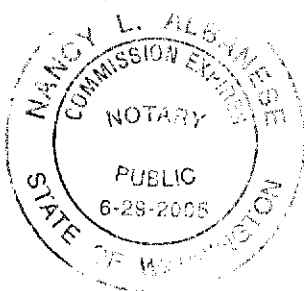
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Ursula Johnson, 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 25 day of MARCH, 2003.



Nancy L. Albanese
(Signature)
Notary Public in and for the State of WA
NANCY L. ALBANESE
(Print Name)
Residing in Anacortes, Washington.
My commission expires: 6-29-05



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