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200304080119

Skagit County Auditor

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3 11:52AM

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

ACCOMMODATION RECORDING

CHICAGO TITLE CO. Q82296

P 101303  
Island Title Co.

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 Brian L. Bingham and Cynthia D. Bingham, hereinafter referred to as "OWNERS".

Whereas, OWNER, Brian L. Bingham and Cynthia D. Bingham, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2603 West 3<sup>rd</sup> Street, Anacortes, WA 98221.

Lots 1, 2, and the east half of Lot 3, Block 106, Northern Pacific Addition to Anacortes, according to the Plat thereof recorded in volume 2 of plats, pages 9 through 11, records of Skagit County, Washington.

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

An encroachment of 20 feet wide parallel to West 3<sup>rd</sup> Street and 76 feet long parallel to Alaska Avenue to install an L shaped hedge not to exceed 7 feet high.

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and conditions: Standard Conditions

CHICAGO TITLE CO.

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  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity

Dated this 31<sup>ST</sup> day of March 2003.

OWNER: By: \_\_\_\_\_

Brian L. Bingham

OWNER: By: \_\_\_\_\_

Cynthia D. Bingham

APPROVED BY: \_\_\_\_\_

H. Dean Maxwell, Mayor



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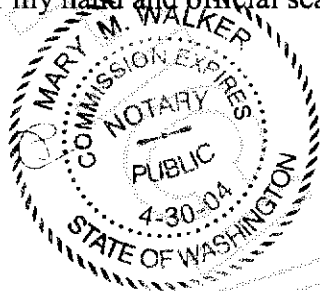
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Cynthia D. Bingham, 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 31<sup>st</sup> day of March, 2003.



(Signature) Mary Walker

Notary Public in and for the State of Washington

Mary M Walker

Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 4-30-04

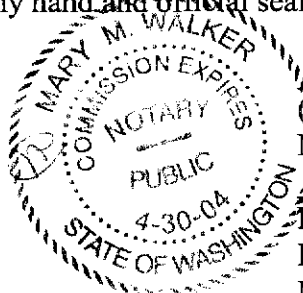
STATE OF WASHINGTON)

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(Signature) Mary Walker

Notary Public in and for the State of Washington

Mary M Walker

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