



200305300198

Skagit County Auditor

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

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

ACCOMMODATION RECORDING

CHICAGO TITLE CO.

QB-2321

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 Ken W. Outland and April M. Outland, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Ken W. Outland and April M. Outland, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2003 9th Street, Anacortes, WA 98221.

Lot 19 Sterling Place, as per plat recorded in Volume 16 of Plats, pages 13 & 14, in the records of Skagit County, State of Washington. Together with a 15 foot private easement for access and utilities as delineated on the face of said plat across the South.

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

The proposed 20 feet by 110 feet into the city right of way along Minnesota Avenue for additional parking and landscaping.

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

Please check with building department prior to encroachment for possible wetland issues (ie buffers)

Dated this 23 day of May 2003.

OWNER: By: Ken W. Outland

Ken W. Outland

OWNER: By: April M. Outland

April M. Outland

APPROVED BY: H. Dean Maxwell 5/27/03

H. Dean Maxwell, Mayor



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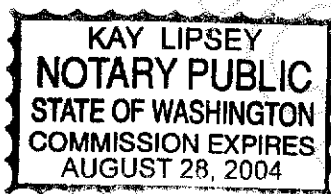
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Ken W. Outland, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of May, 2003.



(Signature)

Notary Public in and for the State of Wash

KAY LIPSEY

Print Name)

Residing in Hamilton, Washington.

My commission expires: Aug 28, 2004

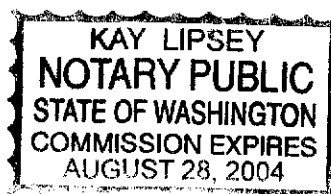
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, April M. Outland, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of May, 2003.



(Signature)

Notary Public in and for the State of Wash

KAY LIPSEY

Print Name)

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