



200306030127
Skagit County Auditor

6/3/2003 Page 1 of 3 3:45PM

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

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

CHICAGO TITLE CO. 4641-000-010-0009
QB-2323

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 Maximillian Lucas and Margery Lucas, hereinafter referred to as "OWNER".

Whereas, OWNER Maximillian Lucas and Margery Lucas, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3915 Sterling Place – Tract 10, Anacortes, WA 98221.

Lots

"Tract 10, Sterling Place, as per plat recorded in Volume 16 of Plats, pages 13 & 14, Records of Skagit County, Washington.

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

Install a culvert to the ditch and landscape from his property line 18 feet out to the street. The City is agreeable and will allow a 12 foot extension of your property for the construction of a fence.

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.

Now, therefore, parties hereby agree as follows:

Dated this 19th day of May ²⁰⁰³~~2002~~

OWNER: By: Margery J. Lucas

OWNER: By: Margery J. Lucas

APPROVED BY: H. Dean Maxwell 5/19/03
H. Dean Maxwell, Mayor



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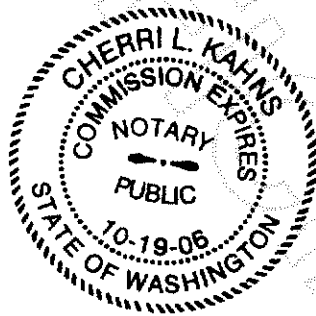
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Margery Lucas, 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 19th day of May, 2007.



Cherril L. Kahns, Cherril L. Kahns
(Signature)

Notary Public in and for the State of Wash
Cherril L. Kahns

Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-06

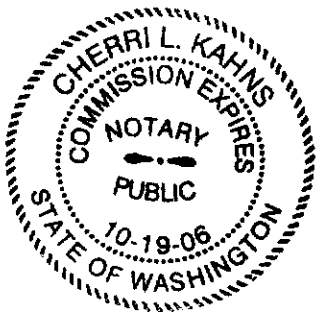
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Maxx Lucas, 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 19th day of May, 2007.



Cherril L. Kahns
(Signature)

Notary Public in and for the State of Wash.
Cherril L. Kahns

Print Name)

Residing in Mount Vernon, Washington.

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