



200306030128

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
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3772 - 176 - 002 - 0006

CHICAGO TITLE CO. ENCROACHMENT AGREEMENT

QB-2324

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and Brian M. Youngquist and Christine M. Youngquist, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Brian M. Youngquist and Christine M. Youngquist, 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.

Lots 1 & 2, Block 176, "MAP OF THE CITY OF ANACORTES", as per plat recorded in Volume 2 of Plats, at page 4, in the records of Skagit County, State of Washington.

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

To encroach 6 feet by 63 feet into the city right of way along F Ave. and 9th St. for the purpose of building an Allen block retaining wall that will be not more than 30 inches high and a minimum of 24 inches behind the existing sidewalk along 9th St.

Now, therefore, parties hereby agree as follows:

On the 1st of January 1900
the following was received
from the Hon. Secy. of the
Interior, Washington, D.C.

RECEIVED JAN 1 1900

RECEIVED JAN 1 1900

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 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.
3. 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.
4. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
5. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
6. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
7. The construction and use shall not create clearview obstructions at intersections or private property access.

Special Conditions

- The retaining wall must not exceed 30 inches in height.
- The retaining wall must stay within 24 inches behind the sidewalk along 9th St.
- A Building permit is required prior to the construction of the proposed retaining wall.

Dated this 30th day of May 2003.

OWNER: By: Brian M. Youngquist

Brian M. Youngquist

OWNER: By: Christine M. Youngquist

Christine M. Youngquist

APPROVED BY: H. Dean Maxwell 5/2/03

H. Dean Maxwell, Mayor



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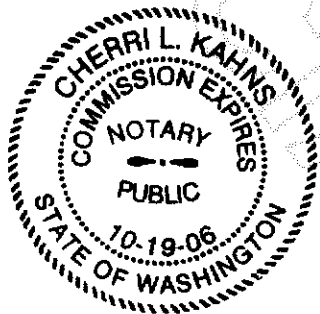
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Brian M. Youngquist, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that he 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 30th day of May, 2003.



Cheri L. Kahns

(Signature)

Notary Public in and for the State of Wash

Cheri L. Kahns

(Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-06

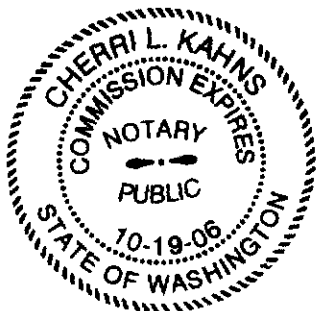
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COUNTY OF SKAGIT)

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