



200306270178

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.

QB2346

4641-000-011-2000 / P107097

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 Philip C. and Robin T. Torres, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Philip C. and Robin T. Torres, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3911 Sterling Place, Anacortes, WA 98221.

Block 11: Subdivision Sterling Place, Volume 16, "MAP OF THE CITY OF ANACORTES". Tract 11 "Sterling Place" as per plat recorded in Vol. 16 of plats Pages 13 & 14 records of Skagit County, WA.

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

Plans are to encroach 15 feet x 55 ½ feet to install a 20 foot culvert for driveway access and parking.

Now, therefore, parties hereby agree as follows:

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

UNOFFICIAL
The Company has placed
a copy of this document
in the public domain of
the company's records.

ACCOMMODATION RECORDING

DATE: 10/10/00

GOOD DOCUMENT

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

Only an 8 inch culvert may be used.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Dated this 16 day of June 2003.

JUN 27 2003

Amount Paid \$0
Skagit Co. Treasurer
By DC Deputy

OWNER: By: Philip C. Torres

Philip C. Torres

OWNER: By: Robin T. Torres

Robin T. Torres

APPROVED BY: H. Dean Maxwell 6/23/03

H. Dean Maxwell, Mayor



STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Philip C. Torres, 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 16th day of June, 2003.

Kelli Rae Mannon
(Signature)

Notary Public in and for the State of Washington

Kelli Rae Mannon
(Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 9-30-2006

STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Robin T. Torres, 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 16th day of June, 2003.

Kelli Rae Mannon
(Signature)

Notary Public in and for the State of Washington

Kelli Rae Mannon
(Print Name)

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