

3
200308040112
Skagit County Auditor
8/4/2003 Page 1 of 3 11:46AM

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 QB2359 ✓

3809-802-010-0004/R58512

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 David A. & Ann S. Cheyne, hereinafter referred to as "OWNER".

Whereas, OWNER, David A. & Ann S. Cheyne, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3320 Illinois Avenue, Anacortes, WA 98221.

Lots 8 – 10, inclusive, and the west 10 feet of lot 7, block 802, "Northern Pacific addition to Anacortes" according to the plat thereof recorded in volume 2 of Plats, pages 9 – 11, records of Skagit County, State of Washington.

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

To encroach into the City right of way 40 feet by 140 feet along Illinois to construct a 5 to 6 foot high privacy fence and landscaping and 18 feet by 50 feet along Oaks View Lane for a driveway.

Now, therefore, parties hereby agree as follows:

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

None

OWNER: By: _____

David A. Cheyne
David A. Cheyne

OWNER: By: _____

Ann S. Cheyne
Ann S. Cheyne

APPROVED BY: _____

H. Dean Maxwell, Mayor
H. Dean Maxwell, Mayor



200308040112

Skagit County Auditor

8/4/2003 Page

2 of

3 11:46AM

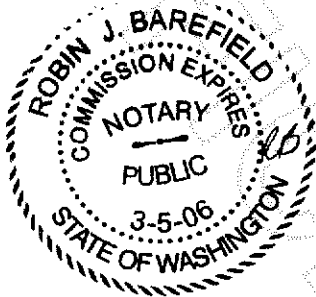
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me David A. Cheyne, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 18 day of July, 2003.



Robin J. Barefield
(Signature)

Notary Public in and for the State of Washington
ROBIN J. BAREFIELD

Print Name)

Residing in Anacortes, Washington.

My commission expires: 3-5-06

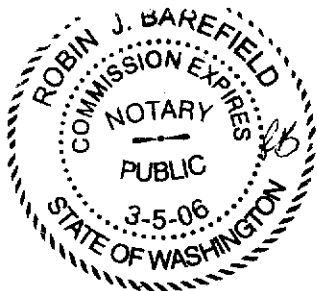
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Ann S. Cheyne, 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 18 day of July, 2003.



Robin J. Barefield
(Signature)

Notary Public in and for the State of Washington
ROBIN J. BAREFIELD

Print Name)

Residing in Anacortes, Washington.

My commission expires: 3-5-06



200308040112
Skagit County Auditor

8/4/2003 Page

3 of

3 11:46AM