



200308040113  
Skagit County Auditor

8/4/2003 Page

1 of

311:47AM

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✓

3821-000-009-0002/R59322

### 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 Thomas C. Hudson and Janna D. Hudson, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Thomas C. Hudson and Janna D. Hudson, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2002 Highland Drive, Anacortes, WA 98221.

Lot 9, SKYLINE No. 5, according to the plat thereof, recorded in Volume 9 of Plats, pages 56-58, records of Skagit County.

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

To encroach 29 feet by 78 feet into the city right of way to fill and grade to bring lawn level.

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 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:

- Utility Locates are Required.

Dated this 25<sup>th</sup> day of July 2003.

OWNER: By: \_\_\_\_\_

*Thomas C. Hudson*

Thomas C. Hudson

OWNER: By: \_\_\_\_\_

*Janna D. Hudson*

Janna D. Hudson

APPROVED BY: \_\_\_\_\_

*H. Dean Maxwell*

H. Dean Maxwell, Mayor



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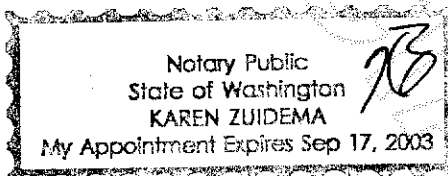
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Thomas C. Hudson, 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 25<sup>th</sup> day of July, 2003.



Karen Zuidema  
(Signature)  
Notary Public in and for the State of Washington  
Print Name)  
Residing in Anacortes, Washington.  
My commission expires: 9/17/03

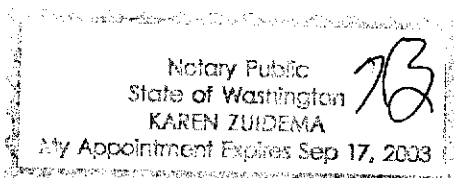
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Janna D. Hudson, 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 25<sup>th</sup> day of July, 2003.



Karen Zuidema  
(Signature)  
Notary Public in and for the State of Washington  
Print Name)  
Residing in Anacortes, Washington.  
My commission expires: 9/17/03



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