

200308040114

Skagit County Auditor

8/4/2003 Page

1 of

3 11:48AM

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

Chicago Title Company has placed  
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customer courtesy and accepts no  
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## ACCOMMODATION RECORDING

CHICAGO TITLE QB2359

3772-065-020-0009/R55353

## 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 Michael and Stephanie Magerkurth, hereinafter referred to as "OWNER".

Whereas, OWNER, Michael and Stephanie Magerkurth, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 316 O Avenue, Anacortes, WA 98221.

Lot 20, Block 65, "Map of City of Anacortes", Skagit County, WA., as per Plat recorded in Volume 2 of Plats, page 4 records of Skagit County Washington

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

To encroach 5 feet by 37 feet on O Ave. and 2 feet by 17 feet on 4<sup>th</sup> St., and to install an A.D.A. wheel chair ramp.

**ACCOMMODATION RECORDING**

being part of the company's record  
is a record of the company's record  
on the company's record and is  
a record of the company's record

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 \$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

- Locates Required
- Must install a City approved catch basin.
- Install City sidewalks and a barrier-free ramp at the corner, to City standards.

DATED this 20<sup>th</sup> day of July, 2003

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

Michael Magerkurth

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

Stephanie Magerkurth

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

H. Dean Maxwell, Mayor



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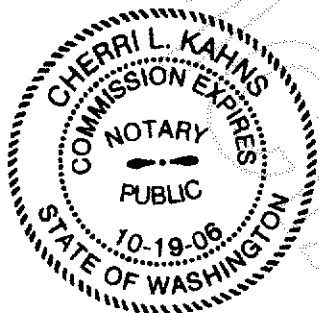
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me Michael Magerkurth, 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 30<sup>th</sup> day of July, 2003.



(Signature)

Notary Public in and for the State of Wash

Print Name)

Residing in Mt Vernon, Washington.

My commission expires: 10-09-06

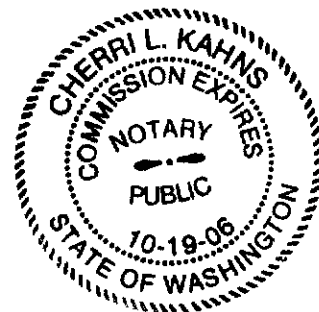
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Stephanie Magerkurth, 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 30<sup>th</sup> day of July, 2003.



(Signature)

Notary Public in and for the State of Wash

Print Name)

Residing in Mt Vernon Washington.

My commission expires: 10-09-06

