

UNOFFICIAL DOCUMENT



200309240087

Skagit County Auditor

9/24/2003 Page

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3 11:21AM

ACCOMMODATION RECORDING

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

CHICAGO TITLE CO.

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P110557

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 Mr. Melvin P. Larsen and Mrs. Peggy M. Larsen, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Mr. Melvin P. Larsen and Mrs. Peggy M. Larsen, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2201 26th Street.

Lot 17 of survey recorded 12/23/96 in volume 19 of surveys, pages 31 through 35, inclusive under auditors file # 7612230056 records of Skagit County WA being a portion of "Map of City Of Anacortes, Skagit County WA" as per plat recorded in volume 2 of Plats page 94.

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

A cinder block wall with 4 foot high white vinyl fence installed on top. This will encroach 4 inches by 32 feet into the city right of way.

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

None

DATED this 17 day of SEPT, 2003

OWNER: By: Melvin P. Larsen
Mr. Melvin P. Larsen

OWNER: By: Peggy M. Larsen
Mrs. Peggy M. Larsen

APPROVED By: H. Dean Maxwell
H. Dean Maxwell, Mayor



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