



200310070233
Skagit County Auditor

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CHICAGO TITLE CO.
QB-2375

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
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ACCOMMODATION RECORDING

PS7208

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. Edward J. Wallgren, hereinafter referred to as "OWNER".

Whereas, OWNER, Mr. Edward J. Wallgren, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 909 23rd Street.

West 5 feet of Lot 1 and all of Lot 2 through Lot 5, Block 5, first addition to the City of Anacortes according to the plat thereof, recorded in volume 1 of the plats, page 24, records of Skagit County Washington. AF # 200210150171

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

Install compressed air and telecommunications lines between the applicants two properties, which are separated by a public alley. These lines will be incased and located under the alley.

Now, therefore, parties hereby agree as follows:

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

- Lines must be located a minimum of 4 feet in depth.
- Lines must be incased in schedule 80 PVC.
- If the proposed conduit intersects the existing gas line with less than 2 feet of separation the existing gas line must be incased in schedule 40 PVC.

DATED this 1st day of Oct., 2003

OWNER: By: E. J. Wellgren
Mr. Edward J. Wellgren

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 Mr. Edward J. Wallgren, 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 1st day of October, 2003.



[Signature]
(Signature)

Notary Public in and for the State of WA

CHERYL BROWN
Print Name)

Residing in ISLAND Co., Washington.

My commission expires: 4/9/04

Residing in ISLAND Co., Washington.

My commission expires: 4/9/04



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