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When recorded return to: City of Anacortes

P.O. Box 547

Anacortes, WA 98221

ACCOMMODATION RECORDING

CHICAGO TITLE CO.

QB-2402

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 Sharlene C. Hancken, hereinafter referred to as "OWNER".

Whereas, OWNER, Sharlene C. Hancken, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 5706 Sheila Ann Court.

All that portion of lots 4 through 8, block 3, first plat of Ship Harbor, according to the plat thereof recorded in volume 1 of Plats, page 13, 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 126 feet x 50 feet along Morton Ave. and 20 feet x 62 feet along Sheila Ann Court for landscaping and maintenance.

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 clear view obstructions at intersections or private property access.

Special Conditions

Maintain access to "Blow Off" at the end of the water main.

DATED this <u>Interpresentation</u> December, 2003

OWNER: By: Sharlene C. Hancken

APPROVED By: William Makes

STATE OF WASHINGTON)
ss
COUNTY OF SKAGIT

On this day personally appeared before me, Sharlene C. Hancken, 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 ______ day of December, 2003.

Sharlene Hancken appeared before

me



Mari ann

Signature)

Notary Public in and for the State of WA

Print Name)

Residing in Burlington, Washington.

My commission expires: (10/07

200312110054 Skagit County Auditor

H. Dean Maxwell, Mayor

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