



200312160137

Skagit County Auditor

12/16/2003 Page

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2 3:23PM

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

CHICAGO TITLE QB2408 ✓

3805-000-011-0008/P57968

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 Diana R. Fry, hereinafter referred to as "OWNER".

Whereas, OWNER, Diana R. Fry, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 4107 R Avenue.

Tract 11, Mountain View Park, according to the plat thereof, recorded in Volume 7 of Plats, page 77, records of Skagit County, Washington.

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

Plans to encroach 3 feet by 111 feet to install a 4 feet high chain link fence.

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

Non

DATED this 12th day of December, 2003

OWNER: By: Diana R. Fry

Diana R. Fry

APPROVED By: H. Dean Maxwell

H. Dean Maxwell, Mayor

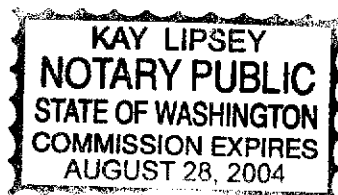
STATE OF WASHINGTON)

ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Diana R. Fry, 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 12th day of December, 2003.



Kay Lipsey
(Signature)

Notary Public in and for the State of Washington

KAY LIPSEY

Print Name)

Residing in Hamilton, Washington.

My commission expires: Aug 28, 2004



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