



200403240086

Skagit County Auditor

3/24/2004 Page

1 of

4 3:19PM

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  
liability for its accuracy or validity

## ACCOMMODATION RECORDING

QB2474

### 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 Mark & Mary Kiser – Everett & Linda Linholm, hereinafter referred to as "OWNER".

Whereas, OWNERS, Mark & Mary Kiser – Everett & Linda Linholm, the owner's of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 807 21<sup>st</sup> Street.

807 21<sup>st</sup> Street – Nelson's to Anacortes lots 7&8 Block 8, Parcel Number P58068 / 3807-008-008-0004

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

To encroach 21 feet by 29 feet on the SW corner of the property for a paved radius for egress and placement of two picnic tables.

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 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.
3. 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.
4. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
5. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
6. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
7. The construction and use shall not create clear view obstructions at intersections or private property access.

Special Conditions

1. The City would like to video and repair sewer line prior to construction.
2. The City retains the right of way for future expansion of Q Avenue and/or utility construction.
3. The City retains ownership of Water Quality Swale.
4. Developer to install 4 picnic benches for public use. The 4 picnic benches shall be posted with signs for public use.

DATED this 19 day of March, 2004

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

Mark Kiser

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

Mary Kiser

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

Everett Linholm

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

Linda Linholm



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APPROVED By:

H. Dean Maxwell  
H. Dean Maxwell, Mayor

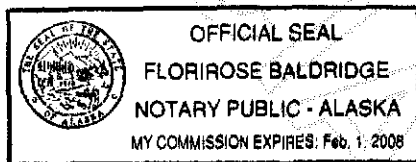
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Mark Kiser, 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 19 day of March, 2004.



[Signature]  
(Signature)

Notary Public in and for the State of Alaska

Print Name)

Residing in \_\_\_\_\_, Washington.

My commission expires: \_\_\_\_\_

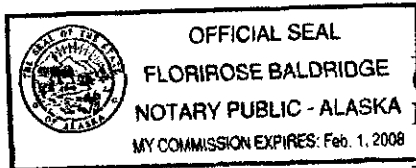
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Mary Kiser, 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 19 day of March, 2004.



[Signature]  
(Signature)

Notary Public in and for the State of \_\_\_\_\_

Print Name)

Residing in \_\_\_\_\_, Washington.

My commission expires: \_\_\_\_\_



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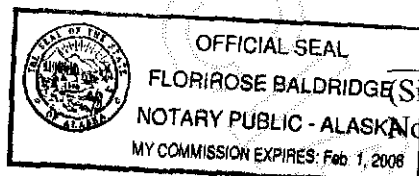
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Everett Linholm, 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 19 day of March, 2004.



Print Name)

Residing in \_\_\_\_\_, Washington.

My commission expires: \_\_\_\_\_

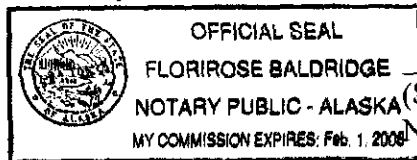
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Linda Linholm, 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 19 day of March, 2004.



Print Name)

Residing in \_\_\_\_\_, Washington.

My commission expires: \_\_\_\_\_

