



200405190094  
Skagit County Auditor

5/19/2004 Page 1 of 3 3:18PM

UNOFFICIAL DOCUMENT

**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**

1RB-2500

P57672

**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 Ms. Jolie Hogue and Mr. Don Souza, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Mr. Don Souza and Ms. Jolie Hogue, the owner's of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1819 Island View Place.

Lot 19 Island View Park No. 2 According to plat thereof recorded in vol. 7 of plats PG 78 records of Skagit County, WA Together with the west 43 feet of lot 13 Island View Park no. 1 According to plat thereof recorded in Vol. 7 of plats PG 38 records of Skagit County, WA

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

To encroach 4 feet by 92 feet between the sidewalk and curb to place several large rocks for landscaping.

Now, therefore, parties hereby agree as follows:

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 clearview obstructions at intersections or private property access.

Special Conditions

Must maintain access to and around the water meter box.

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

DATED this 3 day of May, 2004

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

Jolie Hogue  
Ms. Jolie Hogue

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

Don Souza  
Mr. Don Souza

APPROVED By: \_\_\_\_\_

H. Dean Maxwell  
H. Dean Maxwell, Mayor



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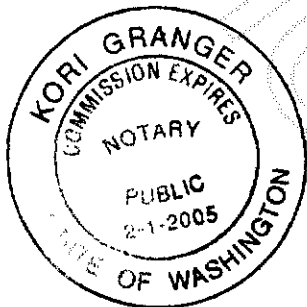
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Mr. Don Souza, 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 3<sup>rd</sup> day of May, 2004.



[Signature]  
(Signature)

Notary Public in and for the State of WA

Kori Granger  
Print Name)

Residing in Bow, Washington.

My commission expires: 2-1-2005

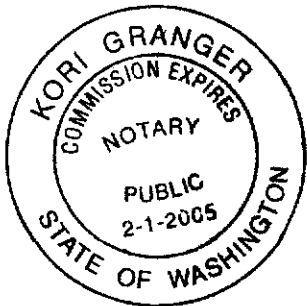
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me Ms. Jolie Hogue, 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 3<sup>rd</sup> day of May, 2004.



[Signature]  
(Signature)

Notary Public in and for the State of WA

Kori Granger  
Print Name)

Residing in Bow, Washington.

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