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Skagit County Auditor

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ACCOMMODATION RECORDING

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City of Anacortes
P.O. Box 547
Anacortes, WA 98221

P106773
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. Estaban Villanveva, hereinafter referred to as "OWNER".

Whereas, OWNER, Mr. Estaban Villanveva, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3414 West 6th Street.

Tract 3 of survey 16/146 AKA PTN. Blk911 Northern Pacific Addition to Anacortes.

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

To encroach 15 feet by 47 feet to construct a wood fence not more than 4 feet in height along the East property line.

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
Locates Required

DATED this 25th day of May, 2004

OWNER: By: [Signature]
Mr. Estaban Villanveva

APPROVED By: [Signature]
H. Dean Maxwell, Mayor

STATE OF WASHINGTON)
 ss)
COUNTY OF SKAGIT)

On this day personally appeared before me, Mr. Estaban Villanveva, 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 25th day of May, 2004.

[Signature]
(Signature)
Notary Public in and for the State of Washington

KAY LIPSEY
Print Name)
Residing in Hamilton, Washington.
My commission expires: Aug 28, 2004

