



200409030135
Skagit County Auditor

9/3/2004 Page 1 of 3 3:43PM

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

ACCOMMODATION RECORDING

CHICAGO TITLE CO.

10/3 2558

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 Robert & Catherine Mizen, hereinafter referred to as "OWNER".

Whereas, OWNER Robert & Catherine Mizen, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1220 31st Street, Anacortes, WA 98221.

Lot 19, 20 and portion of lot 18, Block 2, "J.M. Moore's to Anacortes", Records of Skagit County, Washington.

P 57905

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

The proposed encroachment includes the installation of a fence and plantings along M Ave. that would encroach 13 feet by 60 feet onto the city right of way easement. It is also proposed to encroach 22 feet by 74 feet for parking along 31st Street.

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

- The property owner agrees to maintain the landscaping between the proposed fence and the existing sidewalk on the M Ave. side of the property.
- All fencing must comply with the City of Anacortes fencing ordinance.
- Call Verizon for line location prior to digging on the M Ave. side.

Now, therefore, parties hereby agree as follows:

Dated this 13th day of August 2004.

OWNER: By: Robert [Signature]

OWNER: By: Catherine [Signature]

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



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9/3/2004 Page 2 of 3 3:43PM

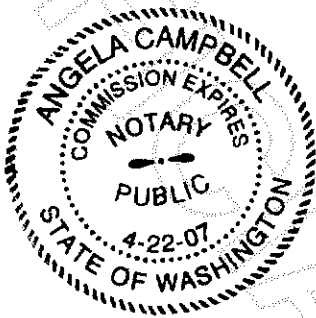
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Robert C. Mizen, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of August, 2004.



Angela Campbell
(Signature)

Notary Public in and for the State of Washington

Angela Campbell
Print Name)

Residing in Ammonites, Washington.

My commission expires: 04-22-07

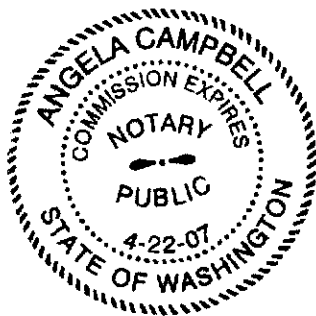
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Catherine M. Mizen, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of August, 2004.



Angela Campbell
(Signature)

Notary Public in and for the State of Washington

Angela Campbell
Print Name)

Residing in Ammonites, Washington.

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