



200409030136
Skagit County Auditor

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City of Anacortes

P.O. Box 547

Anacortes, WA 98221

ACCOMMODATION RECORDING

CHICAGO TITLE CO.

10B2558

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 Steve D. and Felisa L. Hoglund, hereinafter referred to as "OWNER".

Whereas, OWNERS, Steve D. and Felisa L. Hoglund, the owner's of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2319 32nd Street.

Lots 1, 2, and the west half of lot 3, Block 15, Kellogg and Ford's addition to Anacortes.

P57771

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

To encroach 30 feet by 100 feet into the city right of way to the west on to the "B" Street easement. To fence and landscape.

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

None

DATED this 21 day of August, 2004

OWNER: By: Steve D. Hoglund
Steve D. Hoglund

OWNER: By: Felisa L. Hoglund
Felisa L. Hoglund

APPROVED By: H. Dean Maxwell
H. Dean Maxwell, Mayor



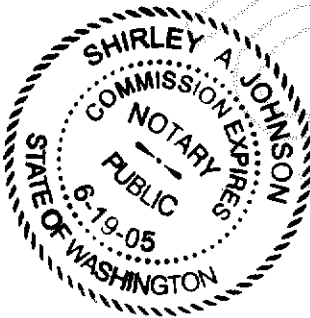
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Skagit County Auditor

STATE OF WASHINGTON)
SS
COUNTY OF SKAGIT)

On this day personally appeared before me, Steve D. Hoglund, 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 21st day of August, 2004.



Shirley A. Johnson
(Signature)

Notary Public in and for the State of Washington
SHIRLEY A. JOHNSON

Print Name)

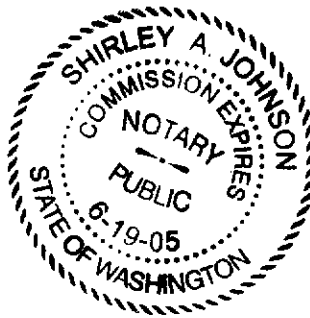
Residing in Redmond, Washington.

My commission expires: 6.19.05

STATE OF WASHINGTON)
SS
COUNTY OF SKAGIT)

On this day personally appeared before me, Felisa L. Hoglund, 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 21st day of August, 2004.



Shirley A. Johnson
(Signature)

Notary Public in and for the State of Washington
SHIRLEY A. JOHNSON

Print Name)

Residing in Redmond, Washington.

My commission expires: 6.19.05

