

3



200409150098  
Skagit County Auditor

9/15/2004 Page 1 of 3 3:32PM

**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**

19B2561  
055988

**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 W. Hyde and Jane W. Hyde, hereinafter referred to as "OWNER".

Whereas, OWNERS, Robert W. Hyde and Jane W. Hyde, the owner's of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1703 8th Street.

Lots 1, 2, and the east half of Lot 3, Block157, map of the City Of Anacortes, according to the plat thereof, recorded in vol. 2 of plats pages 4 through 7 records of Skagit County WA. Together with the 16 foot wide vacated alley adjoining said property to the south.

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

Installation of a stone and mortar retaining wall varying from 11 inches to 44 inches in height and a 35 inch high picket fence to be placed on top of the wall. Will encroach 6 feet to the east into the I Ave R.O.W. and 3 feet to the North into the 8<sup>th</sup> St. R.O.W.

Now, therefore, parties hereby agree as follows:

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

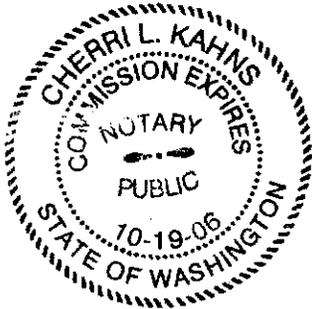
Standard Conditions:

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 13<sup>th</sup> day of September, 2004



OWNER: By: [Signature]  
Robert W. Hyde

OWNER: By: [Signature]  
Jane W. Hyde

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



200409150098  
Skagit County Auditor

STATE OF WASHINGTON) . . . .

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Robert W. Hyde, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Print Name)

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

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

STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Jane W. Hyde, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Print Name)

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

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



200409150098  
Skagit County Auditor