



200503240194

Skagit County Auditor

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City of Anacortes

P.O. Box 547

Anacortes, WA 98221

3809-323-029-0100 (P114155)

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 Jacqueline Van Vliet and, hereinafter referred to as "OWNER".

Whereas, OWNER, Jacqueline Van Vliet and Joan Mickelson, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2215 Minnesota Avenue.

Np to Anacortes, lot 29 survey of Rock Ridge AF# 9812030124,
Being a portion of blocks 1318-1323 AN

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

Rockwork and landscaping that will encroach into the city right of
way 9 feet by 75 feet on Minnesota Avenue.

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 clearview obstructions at intersections or private property access.

Special Conditions

None

DATED this 23rd day of March, 2005

OWNER: By: _____

Jacqueline Van Vliet
Jacqueline Van Vliet

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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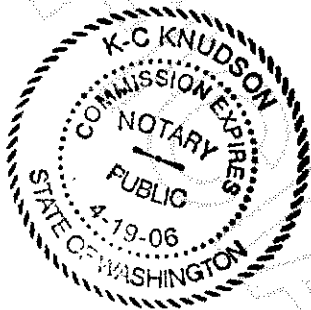
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Jacqueline Van Vliet 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 17th day of March, 2005.



KC Knudson
(Signature)

Notary Public in and for the State of WA

KC Knudson
Print Name)

Residing in Sedro Woolley, Washington.

My commission expires: 4-19-06



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