



200506070136
Skagit County Auditor

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City of Anacortes

P.O. Box 547

Anacortes, WA 98221

4331-000-050-0001 R79200

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 Norm Lemberg, President, Anchor Cove Marina Condominium Association, hereinafter referred to as "OWNER".

Whereas, OWNER, Norm Lemberg, President of Anchor Cove Marina Condominium Association, the owner's of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1600 5th Street.

A portion of 5th Street, 30 feet in width, 170 feet in length, abutting lots 1-5 and the east half of lot 6 Block 134 of the Anacortes Original Plat.

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

To encroach 30 feet by 170 feet into the city right of way on the south side of 5th Street for additional parking.

Now, therefore, parties hereby agree as follows:

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

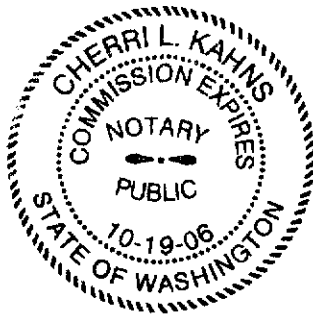
Standard Conditions:

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

The city must have access to existing water line.

DATED this 31st day of May, 2005



OWNER: By: [Signature]
Norm Lemberg, President
Anchor Cove Marina Condominium Association

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



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