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4831-000-006-0000 P121386

**When recorded return to:  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221**

  
200510210159  
Skagit County Auditor  
10/21/2005 Page 1 of 3 3:22PM

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**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 Donald and Caryle Kier, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Donald and Caryle Kier, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1319 37<sup>th</sup> Street.

Lot 6, plat of "Samish View Estates" As recorded on February 6, 2004 under Skagit County Auditor's file no. 200402060126.

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

To encroach 10 feet by 111 feet into the city right of way between lot 5 and 6 to construct a 6 foot high fence, a watering system and landscaping.  
Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and 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 18th day of October 2005.

OWNER: By: Donald M. Kier  
Donald M. Kier

OWNER: By: Carlyle A. Kier  
Carlyle A. Kier

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



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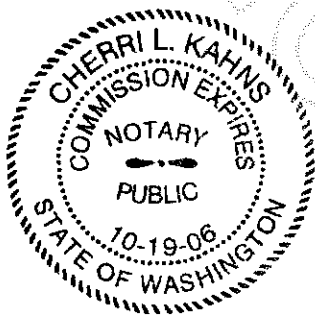
STATE OF WASHINGTON)

COUNTY OF SKAGIT )

SS

On this day personally appeared before me, Donald M. Kier, 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 18th day of October, 2005.



Cheri L. Kahns

(Signature)

Notary Public in and for the State of Washington

Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-06

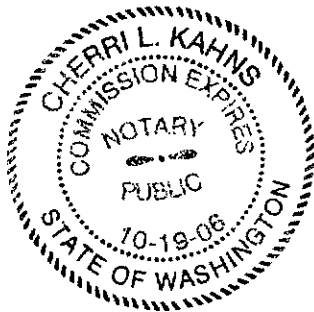
STATE OF WASHINGTON)

COUNTY OF SKAGIT )

SS

On this day personally appeared before me, Caryle A. Kier, 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 18th day of October, 2005.



Cheri L. Kahns

(Signature)

Notary Public in and for the State of

Washington

Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-06



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