



200604240138

Skagit County Auditor

4/24/2006 Page

1 of

3 3:12PM

**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

**CHICAGO TITLE CO.** 10B2843

**ENCROACHMENT AGREEMENT**

P 56735

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and Curtis S. and R. Ann Firkins, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Curtis S. and R. Ann Firkins, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 501 34<sup>th</sup> Street.

Lot 1 and the East 20 feet of Lot 2, Block 26, Beale's Maple Grove Addition to the City of Anacortes, Washington", as per plat recorded in Volume 2 of Plats, page 19, records of Skagit County, Washington. Together with the East 10 feet of vacate U Avenue abutting said Lot 1, as vacated in Ordinance No. 2492, dated June 2, 1997, and recorded October 23, 1997, under Auditor's File No. 9710230064, records of Skagit County, Washington.

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 onto U Ave. for landscaping, gravel driveway and 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 clear view obstructions at intersections or private property access.

### Special Conditions

The City must maintain access to utilities.

Dated this 14 day of April 2006.

OWNER: By: \_\_\_\_\_

Curtis S. Firkins  
Curtis S. Firkins

OWNER: By: \_\_\_\_\_

R. Ann Firkins  
R. Ann Firkins

APPROVED By: \_\_\_\_\_

H. Dean Maxwell  
H. Dean Maxwell, Mayor



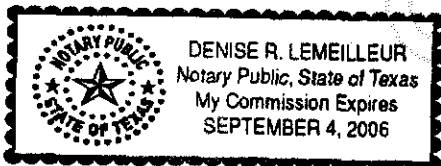
200604240138

Skagit County Auditor

Texas DL 4/14/06  
STATE OF WASHINGTON<sup>DL</sup> 4/14/06  
Kerr<sup>SS</sup>  
COUNTY OF SKAGIT )

On this day personally appeared before me, Curtis S. Firkins, 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 14 day of April, 2006.

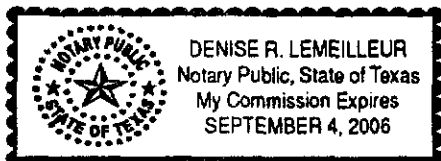


Denise R. Lemeilleur  
(Signature)  
Notary Public in and for the State of Texas  
Denise R. Lemeilleur  
(Print Name)  
Residing in Fredericksburg, Washington  
My commission expires: Sept. 4, 2006

Texas DL 4/14/06  
STATE OF WASHINGTON<sup>DL</sup> 4/14/06  
Kerr<sup>SS</sup>  
COUNTY OF SKAGIT )

On this day personally appeared before me, R. Ann Firkins, 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 14 day of April, 2006.



Denise R. Lemeilleur  
(Signature)  
Notary Public in and for the State of Texas  
Denise R. Lemeilleur  
(Print Name)  
Residing in Fredericksburg, Washington  
My commission expires: Sept. 4, 2006



200604240138  
Skagit County Auditor