



200606020118

Skagit County Auditor

8/2/2006 Page 1 of 3 3:13PM

ACCOMMODATION RECORDING

1Q13 2961

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

Chicago Title Company has placed
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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 Lawrence and Virginia Heiner, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Lawrence and Virginia Heiner, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 804 K Avenue.

Lots 1 and 2, Block 131, MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON', according to the plat thereof recorded in Volume 2 of Plats, pages, 4 through 7, records of Skagit County, Washington. Parcel No 55844

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

To encroach approximately 56 feet starting at nothing and tapering to 2 feet into the city right of way on the K Avenue side of the property. This is to have the property lineup with the existing sidewalk for the purpose on installation of a fence that would not exceed 4'6" in height.

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.

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 19th day of May 2006.

OWNER: By: _____

Lawrence E. Heiner
Lawrence Heiner

OWNER: By: _____

Virginia E. Heiner
Virginia Heiner

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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Skagit County Auditor


STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Lawrence Heiner, 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 19th day of may, 2006.


(Signature) Jane E. Nelson
Notary Public in and for the State of Washington
(Print Name)
Residing in ANACORTES, Washington.

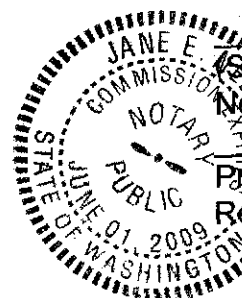
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Virginia Heiner, 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 19th day of may, 2006.


(Signature) Jane E. Nelson
Notary Public in and for the State of Washington
(Print Name)
Residing in ANACORTES, Washington.

My commission expires: 6-1-09



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