



200608240160  
Skagit County Auditor

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**CHICAGO TITLE IQB2906  
ACCOMMODATION RECORDING**

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity.

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

350125-0-039-0004/P31997

**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 Steven and Shelly Humula, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Steven and Shelly Humula, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1703 32<sup>nd</sup> Street.

Acreage Account, Acres 0.19, Lot 1 of Anacortes Short Plat  
Ana-03-005, Recorded under AF #200307300145. Being of the  
SW ¼ of NW ¼ of Section 25.

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

To encroach 2 feet by 50 feet into the city right of way on the  
32<sup>nd</sup> street side of the property for the purpose of installing a  
4 inch by 10 inch footing that runs parallel to the driveway and  
some 8 inch high blocks that parallel the side walk.

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 22nd day of August 2006.

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

Steven Humula

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

Shelly M. Humula  
Shelly M. Humula

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

H. Dean Maxwell  
H. Dean Maxwell, Mayor



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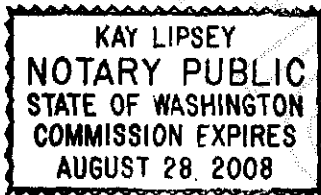
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me, Steven Humula, 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 22nd day of August, 2006.



Kay Lipsey  
 (Signature)  
 Notary Public in and for the State of Wash  
Washington Kay Lipsey  
 Print Name)  
 Residing in Hamilton, Washington.

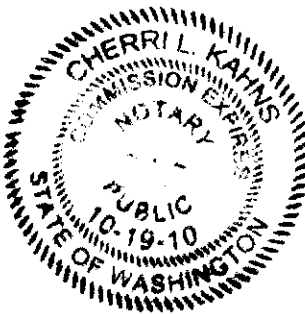
STATE OF WASHINGTON)

**SS**

COUNTY OF SKAGIT )

On this day personally appeared before me, Shelly M. Humula, 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 8<sup>th</sup> day of August, 2006.



Search this \_\_\_\_\_ day of \_\_\_\_\_, 2000.  
 \_\_\_\_\_  
 (Signature)  
 Notary Public in and for the State of Wash  
 \_\_\_\_\_  
 (Print Name)  
 Residing in Mount Vernon, Washington.

My commission expires: 10-19-10



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