



201203060019

Skagit County Auditor

3/6/2012 Page

1 of

3 10:28AM

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

**CHICAGO TITLE**

620015097

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Gonzalo Sanchez and Jacqueline Soltero, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Gonzalo Sanchez and Jacqueline Soltero, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2203 D Avenue, Anacortes, WA.

Encroachment Agreement - Parcel 56168, Anacortes, Lots 4 through 6, Block 184

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

To encroach 9 feet by 58.5 feet of off their west property line into the city right of way along D Avenue to construct a rock wall.

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

Now, therefore, parties hereby agree as follows:

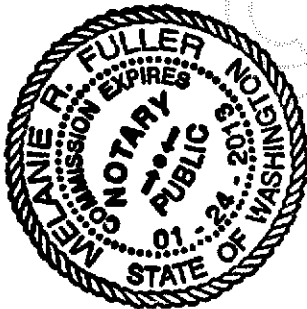
Whereas, the City is agreeable to allowing said encroachment on certain terms and standard conditions:

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

STATE OF WASHINGTON)  
 ) ss  
COUNTY OF SKAGIT )

On this day personally appeared before me, Gonzalo Sanchez, 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 27<sup>th</sup> day of February, 2012.

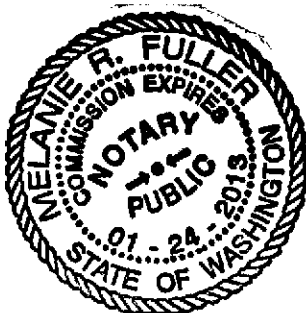


Melanie R. Fuller  
(Signature)  
Notary Public in and for the State of Washington  
Melanie R. Fuller  
Print Name)  
Residing in Quincy, Washington.  
My commission expires: 1/24/13

STATE OF WASHINGTON)  
 ) ss  
COUNTY OF SKAGIT )

On this day personally appeared before me, Jacqueline Soltero, 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 27<sup>th</sup> day of February, 2012.



Melanie R. Fuller  
(Signature)  
Notary Public in and for the State of Washington  
Melanie R. Fuller  
Print Name)  
Residing in Quincy, Washington.  
My commission expires: 1/24/13



201203060019  
Skagit County Auditor

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

Must provide a current test report for the water fall / irrigation backflow assembly; per Terry Nemeth, City of Anacortes Water Department.

DATED this 27<sup>th</sup> day of February 2012

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

Gonzalo Sanchez

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

Jacqueline Soltero

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

H. Dean Maxwell, Mayor



201203060019

Skagit County Auditor