



201204230154

Skagit County Auditor

4/23/2012 Page

1 of

3 10:39AM

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

CHICAGO TITLE

620015964-M

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Bibiana Arenas, hereinafter referred to as "OWNER".

Whereas, OWNER, Bibiana Arenas, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1802 32nd Street, Anacortes, WA.

Encroachment Agreement – Lots 9, 10, 29 and 30, the East ½ of Lot 28, all in Block 1, "FIDAGLO ADD. TO THE CITY OF ANACORTES SKAGIT CO., WASH.," as per plat recorded in Volume 1 of Plats, page 28, records of Skagit County, Washington.

Tax Parcel Number(s): P57182/3787-001-011-0008, P57186/001-030-0005

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

To encroach 18 feet by 48 feet of off their south property line into the city right of way along 32nd Street to construct a fence. The fence must be constructed a minimum of 2 feet off the sidewalk and must be at least 1 foot behind the water meter box.

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 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 property owner will leave 1 foot access around the water meter box and the fence must be set back 2 feet from sidewalk.

DATED this 4 day of 4, 2012

OWNER: By: _____

Bibiana Arenas
Bibiana Arenas

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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STATE OF WASHINGTON)

COUNTY OF SKAGIT)

On this day personally appeared before me, Bibiana Arenas, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as ^{her} his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 4TH day of April, 2012.

Notary Public in and for the State of

Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 6-8-2014



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