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Skagit County Auditor

5/1/2012 Page 1 of 3 10:21AM

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

CHICAGO TITLE

620015548

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

Whereas, OWNER, John Robert Tracy, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 6210 Sunset Avenue, Anacortes, WA.

Encroachment Agreement – Lots 7 And 8, Block 11, "WOODS ADDITION TO ANACORTES, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

Tax Parcel Number(s): P60660/3839-011-008-0000

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

To encroach 20 feet by 100 feet off of their north property line into the city right of way to install a fence. The fence will meet all of the requirements of the City of Anacortes Building Department.

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.

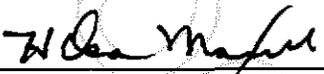
2. The Owner(s) agree to comply with all applicable ordinances, laws and codes in constructing the encroachment and further agree to remove the said encroachment within a reasonable time upon request by the City of Anacortes or a duly franchised public utility. The Owner(s) understand and agree that 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 access to the sewer manhole located behind 2718 and 2802 Washington Blvd.

DATED this 16 day of April, 2012

OWNER: By: 
John Robert Tracy

APPROVED By: 
H. Dean Maxwell, Mayor



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