



201310140052

Skagit County Auditor

\$74.00

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3 10:37AM

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

CHICAGO TITLE
620020185-M

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

Whereas, OWNER, Ronald K. Harris and Linda K. Harris, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1402 34th Street, Anacortes, WA.

Encroachment Agreement – Parcel # 109212 HAGADORN'S & STEWART TO ANACORTES, LOT 1, BLOCK 1, HAGADORN'S AND STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 37, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH ALL THAT PORTION OF VACATED "L" AVENUE AS WOULD ATTACH BY OPERATION OF LAW. LOT 1, BLOCK 1, HAGADORN'S AND STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 37, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH ALL THAT PORTION OF VACATED "L" AVENUE AS WOULD ATTACH BY OPERATION OF LAW.

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

Tax Parcel Number: P#109212 3792-001-001-0000

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

Encroachment Description: Strip that is 25' east from easterly property markers x 100' north and south of said property in city right-a-way. Encroachment to include fencing and landscaping.

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.

DATED this 9 day of OCTOBER 2013

OWNER: By: _____

Ronald K. Harris

OWNER: By: _____

Linda K. Harris

APPROVED By: _____

H. Dean Maxwell, Mayor



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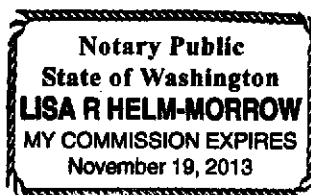
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Ronald K. Harris and Linda K. Harris, 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 9 day of October, 2013.



Lisa R. Helm-Morrow
(Signature)

Notary Public in and for the State of WA

Lisa R. Helm-Morrow
Print Name)

Residing in Anacortes, Washington.

My commission expires: Nov. 19, 2013



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