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Skagit County Auditor

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4/11/2014 Page

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3 3:11PM

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

**CHICAGO TITLE**  
**620021278**

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Derrick C. Cho and Kyungae J. Cho, hereinafter referred to as "OWNER".

Whereas, OWNER, Derrick C. Cho and Kyungae J. Cho, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1520 34<sup>th</sup> Street, Anacortes, WA.

**Encroachment Agreement** – Parcel # 32022 Lot A Short Plat ANA-96-003  
AF#9610100070 Being A Portion Of SW1/4 NE1/4 25-35-1

Tax Parcel Number: P#32022 350125-0-053-0104

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

**Encroachment Description:** Install a 4'6" fence beginning on the southwest corner of the property and going 8' south into the city right a way.

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 4 day of April, 2014

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

Derrick C. Cho

Kyungae J. Cho

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

Laurie M. Gere, Mayor

STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT )

On this day personally appeared before me, Derrick C. Cho and Kyungae J. Cho, to me known to be the individual(s) 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 4 day of April, 2014.



Mary Ellen Zell

(Signature)  
Notary Public in and for the State of \_\_\_\_\_

WASHINGTON

Print Name)

Residing in ANACORTES, Washington.

My commission expires: 8/19/18



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