



201512110109

Skagit County Auditor \$76.00
12/11/2015 Page 1 of 4 3:31PM

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

CHICAGO TITLE 620025983M

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

Whereas, OWNER, Patrick A Shainin and Heather H K Shainin, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1801 8th Street, Anacortes, WA.

Encroachment Agreement – Parcel # 56043 - ANACORTES LOT 3 BLK 165 1 TO 3

Tax Parcel Number: P56043 3772-165-003-0008

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

Encroachment Description: Proposed encroachment is extending concrete retaining wall on south side of property 6 feet into ROW, first 1', 8" above grade, last 5' at grade to sidewalk, will keep retaining wall 1 foot from sidewalk. Pour a concrete pad in alley, 3'6" into alley by 4'. See attached map.

Now, therefore, parties hereby agree as follows:

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


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 23rd day of November, 2015

OWNER: By: 
Patrick A Shainin

OWNER: By: 
Heather H K Shainin

APPROVED By: 
Laurie M Gere, Mayor

STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Patrick A Shainin and Heather H K Shainin, 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 23RD day of November, 2015.

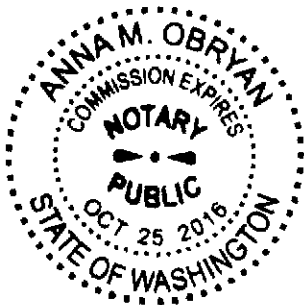
Anna M. Obryan
(Signature)

Notary Public in and for the State of Washington

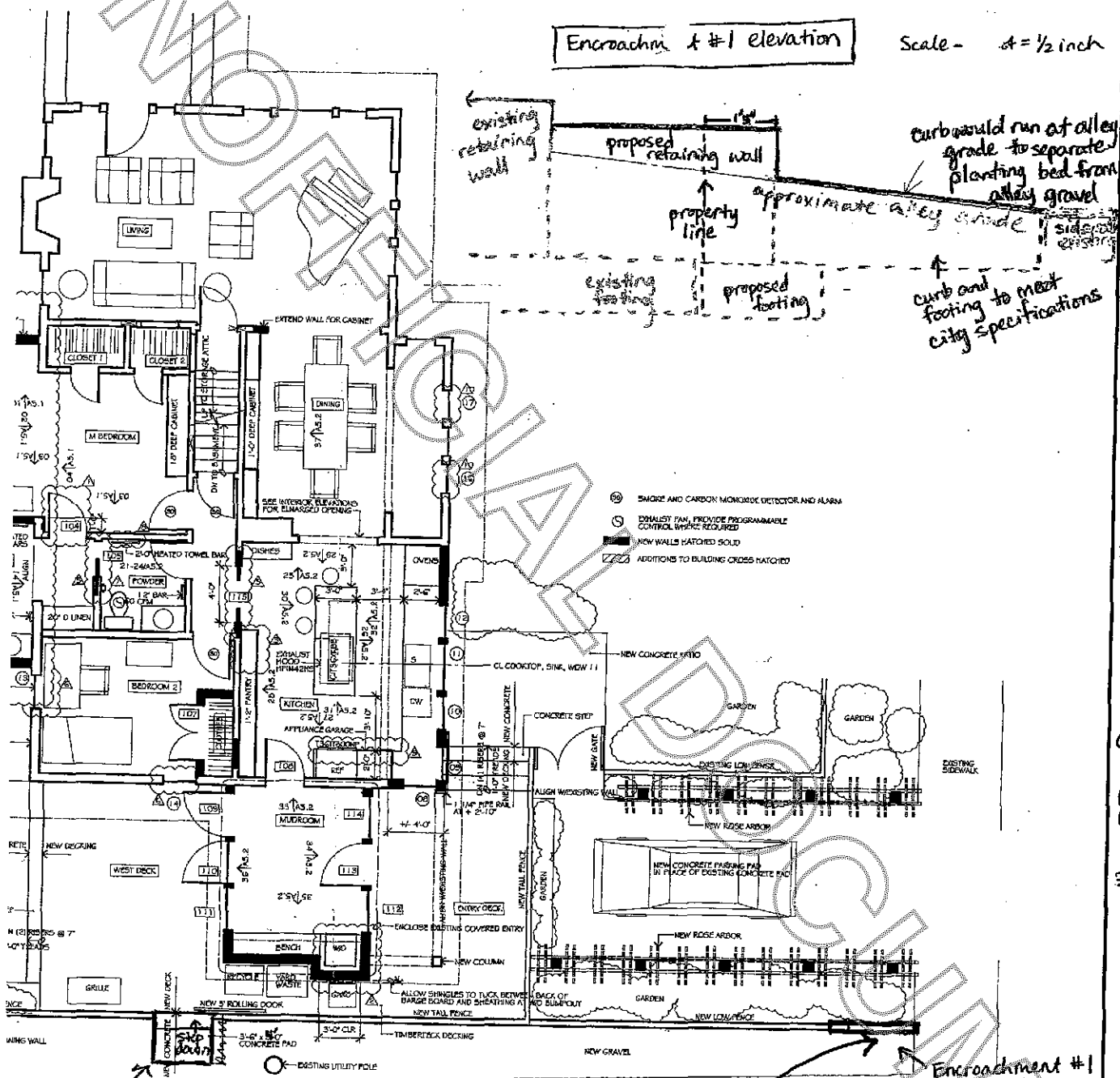
Anna M. Obryan
Print Name)

Residing in Anacortes, Washington.

My commission expires: Oct 25, 2016



Scale - $1'' = \frac{1}{2}$ inch



360-707-5588

Encroachment #2
3'6" x 4'0" concrete pad
with one 7.5" step up
to alley grade from deck height



* KEEP RETAINING WALL 1 FOOT BACK FROM SIDEWALK.

Encroachment #1
1'3" of concrete wall - retaining,
approx. 8-12" above alley grade
(grade slopes 2-4 inches)
Remaining 4-7" concrete curb to
separate alley from planting strip
at grade, following slope of alley