



201708310061

Skagit County Auditor

\$77.00

8/31/2017 Page

1 of

4 12:04PM

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

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, Boyd McEwen, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1304 20th Street, Anacortes, WA. 98221

Encroachment Agreement – - Parcel # 55524 - Lots 18, 19 and 20, Block 88, Map of the City of Anacortes, Skagit County, Washington, as per Plat recorded in Volume 2 of Plats, Page 4, Records of the Skagit County, Washington.

Tax Parcel Number: P55524 3772-088-020-0001

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

Encroachment Description - Proposed encroachment is to construct a low-level retaining wall. See attached drawing.

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), recorded with Skagit County and a recorded copy 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 consent that in the event the City is required to take enforcement actions to enforce the terms and conditions of the permit, that the City shall be entitled to recover its costs, disbursements, and expenses including Attorney's fees, which sums may be filed as a lien against applicants's premises and enforceable in the manner provided for the enforcement of mortgages on real property.
7. The construction and use shall not create clear view obstructions at intersections or private property access.

DATED this 25 day of Aug, 2017

OWNER: By: _____

Boyd McEwen

OWNER: By: _____

N/A

APPROVED By: _____

Laurie M Gere, Mayor

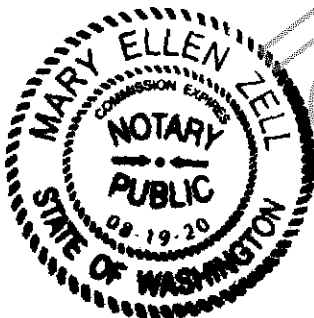
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Boyd McEwen, 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 25th day of August, 2017.



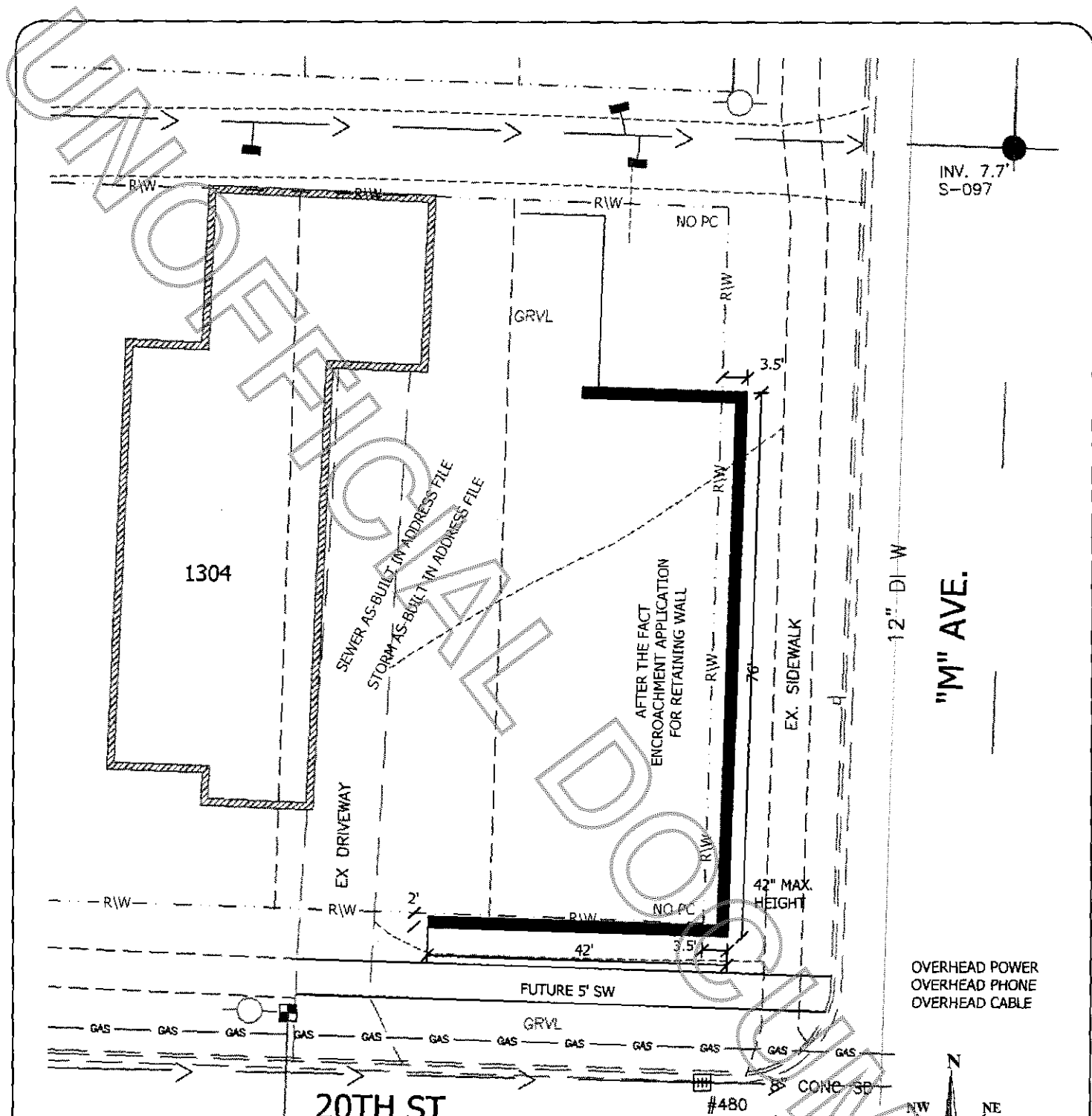
Mary Ellen Zell
(Signature)

Notary Public in and for the State of Washington

MARY ELLEN ZELL
Print Name)

Residing in INACURTES, Washington.

My commission expires: 8/19/2020

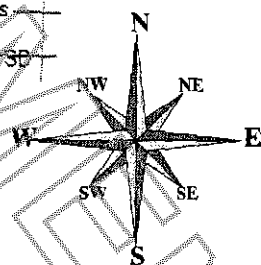


INV. 7.7'
S-097

12" DI W

"M" AVE.

OVERHEAD POWER
OVERHEAD PHONE
OVERHEAD CABLE



SCALE: 1" = 20'

LEGEND:

■ = PROPOSED ENCROACHMENT AREA

NOTE:

THIS MAP IS NOT SURVEY ACCURATE. THEREFORE
THE DIMENSIONS SHOWN ARE CONSIDERED
APPROXIMATE.

SCALE: 1" = 20'
DRAWN BY: S.L. VIA LANDSCAPING DRAWING
FILE: ENCROACH MAP 1304 20TH STREET.DWG
EFFECTIVE DATE:



ADDRESS: 1304 20TH STREET

ENCROACHMENT AGREEMENT
APPLICATION
RETAINING WALL