



**201807090076**

07/09/2018 10:50 AM Pages: 1 of 4 Fees: \$102.00  
Skagit County Auditor

**When recorded return to:**  
**City of Anacortes**  
**Attention: Steven Lange**  
**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, Doug McFadyen and Mary Lu McFadyen, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 411 5<sup>th</sup> Street, Anacortes, WA. 98221

**Encroachment Agreement** – - Parcel # 56829 – All of Lots 6 and 7 and the east ½ of Lot 8, Block 13, Bowman's Central Ship Harbor Plat to Anacortes

Tax Parcel Number: P56829 3776-013-007-0002

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

**Encroachment Description** - Proposed encroachment is for Retaining Wall purposes. Additional encroachment includes a pathway to the detached ADU. 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 the Skagit County Auditor Office and the recorded document returned to Nicole Tesch, 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.
8. Drawing of Record (As-builts) are provide to the Public Works Engineering Department, Steven Lange, of infrastructure installed.

DATED this 9th day of July, 2018

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

Doug McFadyen  
Doug McFadyen

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

Mary Lu McFadyen  
Mary Lu McFadyen

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

Laurie M Gere  
Laurie M Gere, Mayor

On this day personally appeared before me, Doug McFadyen and Mary Lu McFadyen, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5<sup>th</sup> day of JULY, 2018.



Nicol Teser

(Signature)

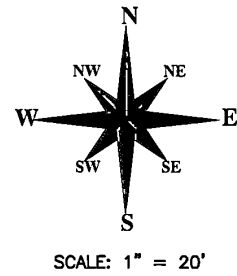
Notary Public in and for the State of WA.

NICOLE TESCH

Print Name)

Residing in ONE HARBOUR, Washington.

My commission expires: 12/23/19

 = PROPOSED ENCROACHMENT AREA

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

DRAWN BY: S.L VIA APPLICANT DRAWING.

EFFECTIVE DATE: TBD



# ENCROACHMENT AGREEMENT APPLICATION