



201807260014

07/26/2018 10:02 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, Gary and Pam Roats, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1520 8th Street, Anacortes, WA. 98221

Encroachment Agreement – - Parcel # 55857 – Lots 11, 12 and 13 of Block 132, Map of the City of Anacortes.

Tax Parcel Number: P55857 3772-132-013-0006

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

Encroachment Description - Proposed encroachment is for Irrigation purposes. 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 Auditors Office and the recorded document 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.
8. Drawing of Record (As-builts) are provide to the Public Works Engineering Department, Steven Lange, of infrastructure installed.

DATED this 17th day of July, 2018

OWNER: By: _____

Gary Roats

OWNER: By: _____

Pam Roats

APPROVED BY: _____

Laurie M Gere, Mayor

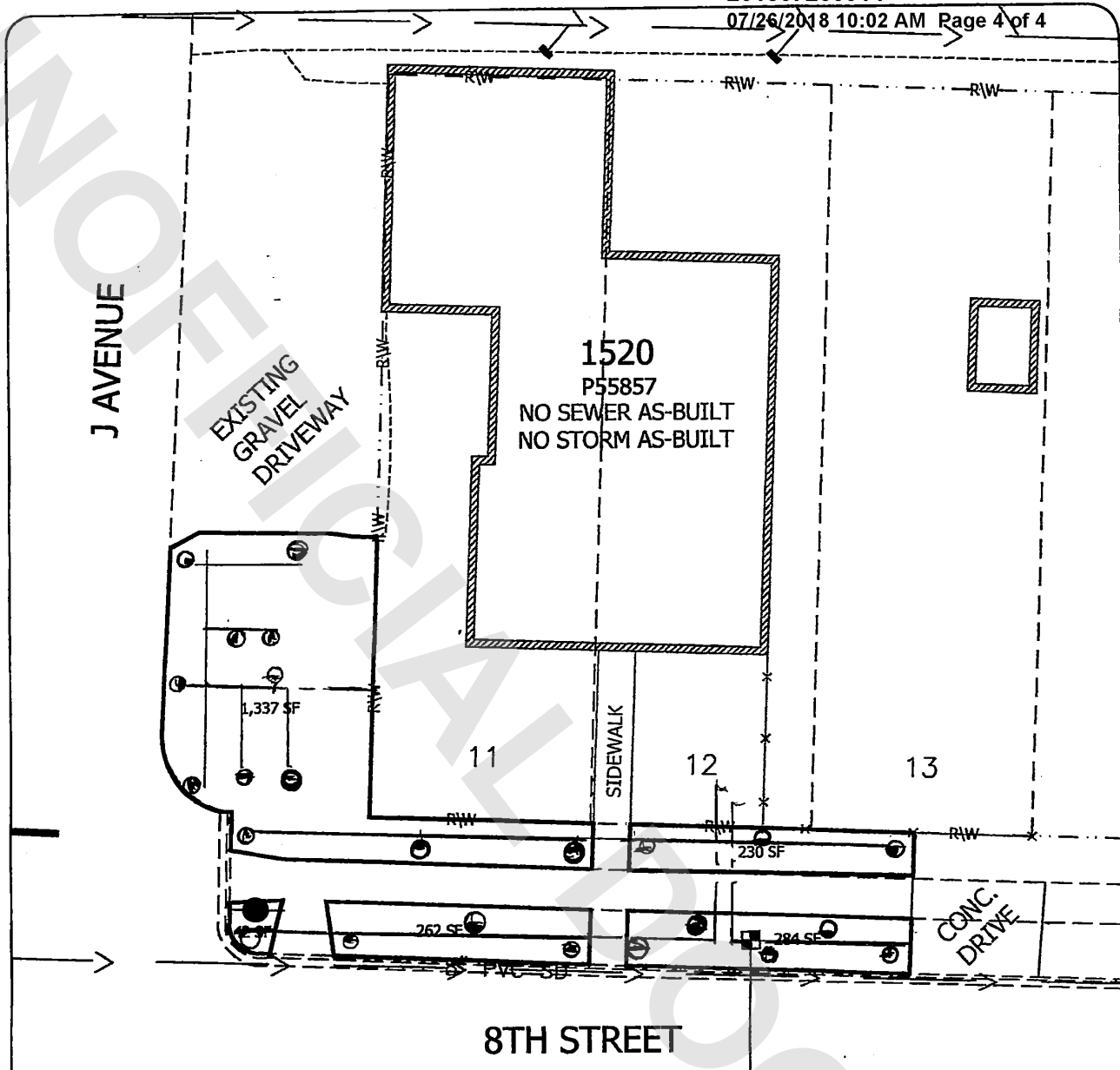
On this day personally appeared before me, Gary Roats and Pam Roats, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of JULY, 2018.

Notary Public in and for the State of _____

Residing in Whitman Co., Washington.

My commission expires: 07-01-2020



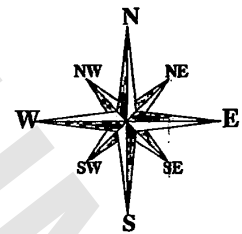
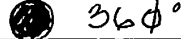
LEGEND:

- = PROPOSED ENCROACHMENT AREA
 - - - Main waterline
 Lateral waterline

NOTE:

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

0 emitters



SCALE: 1" = 20'

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DRAWN BY: S.L. , G.C.R.

FILE: ENCROACHMENT MAP 1520 8TH STREET.DWG

EFFECTIVE DATE: TBD



ADDRESS: 1520 8TH STREET

ENCROACHMENT AGREEMENT APPLICATION