

**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, Stephen Hixson and Terri Hixson, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2501 Shannon Point Road, Anacortes, WA. 98221

Encroachment Agreement -- Parcel # 58931 -- Refer to the Skagit County Assessor
PTN lots 14-16 BL 3 First Plat of Ship Harbor
Tax Parcel Number: P58931 3816-003-016-0020

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, Access and Fencin 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 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 1st day of August, 2018

OWNER: By: _____


Stephen Hixson

OWNER: By: _____


Terri Hixson


APPROVED By: _____

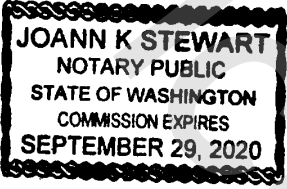

Laurie M Gere, Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Stephen Hixson and Terri Hixson, 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 1st day of August, 2018.


(Signature)
Notary Public in and for the State of _____
Washington Joann K. Stewart
Print Name)
Residing in Skagit County, Washington.
My commission expires: 9-29-20



UNRECORDED ORIGINAL DOCUMENT

