



**201812190014**

12/19/2018 10:34 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**

## Encroachment Agreement

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, George Andrews and Sara Andrews, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 4002 West 3<sup>rd</sup> Street, Anacortes, WA. 98221

**Encroachment Agreement** -- Parcel # 105876 -- Lots 1, 2 and 3, except the westerly 20-feet of said Lot 3, Block 1505, "Northern Pacific Addition to Anacortes," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington;

Together with the northeasterly 10-feet of vacated West 3<sup>rd</sup> Street adjacent thereto, which upon vacation reverted to said premises by operation of law. Situated in the City of Anacortes, County of Skagit, State of Washington.

Tax Parcel Number: P105876 3809-505-003-0100

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

**Encroachment Description** - Proposed encroachment is for fencing purposes as shown and dimensioned on Survey, recorded per AF#201811020068

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 17 day of Dec., 2018



OWNER: By: George A Andrews Trust dtd 8/2/2013  
George Andrews (Owner) TTE

OWNER: By: Sara J. Shao Andrews  
Sara Andrews (Owner)

APPROVED BY: Laurie M Gere  
Laurie M Gere, Mayor

On this day personally appeared before me, George Andrews and Sara Andrews, 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.

Mary Ellen Zell  
(Signature)

WASHINGTON

Residing in ANACORTES, Washington.

My commission expires: 8/19/2020

