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05/16/2019 03:37 PM Pages: 1 of 2 Fees: \$100.00
Skagit County Auditor

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

GUARDIAN NORTHWEST TITLE CO.

19-1810

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, Pamela T. Caper, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3502 Oakes Avenue, Anacortes, WA. 98221

Encroachment Agreement -- Parcel # 58140 and Parcel # 31713 -- Per the Deed of Trust on record with Skagit County

Tax Parcel Number: P58140 3809-001-010-0201

Tax Parcel Number: P31713 350123-1-003-0206

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 Driveway (Ingress\Egress) and Landscaping 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 5th day of May, 2019

OWNER: By: 

Pamela T. Caper

APPROVED By: 

Laurie M. Gere, Mayor