

Document Title:

Mulcahy - Young Encroachment Agreement

Reference Number :Grantor(s):☐ additional grantor names on page ____.

1. Joseph William Mulcahy

2. Anthony Young

Grantee(s):☐ additional grantee names on page ____.

1. City of Anacortes

2.

Abbreviated legal description:☒ full legal on page(s) 1.

Ptn Lot 1, Plat of Pleasant View

Assessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page ____.

P122583 / 4853-000-01-0000

When recorded return to:

City of Anacortes
Attention: Steven Lange
P.O. Box 547
Anacortes, WA 98221

Document Title:	ENCROACHMENT AGREEMENT
Grantor:	Joseph William Mulcahy and Anthony Young
Grantees:	City of Anacortes
Abbreviated Legal:	Portion Lot 1, Plat of Pleasant View Situate in Skagit County, Washington.
Assessor's Parcel/ Tax ID#(s):	P122583 / 4853-000-01-0000

This Agreement is made and entered into by and between the City of Anacortes, hereinafter referred to as "the City," a municipal corporation and, Joseph William Mulcahy and Anthony Young, hereinafter referred to as "the Owners" (collectively, "the Parties").

Whereas, the Owners own the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2020 27th Place, Anacortes, WA, 98221:

Tax Parcel Number: P122583 / 4853-000-01-0000

Current Legal Description: (0.2300 ac) LOT 1, PLAT OF PLEASANT VIEW, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 23, 2005, UNDER AUDITOR'S FILE NO. 200503230134, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT ANY PORTION THEREOF LYING WITHIN THE WEST TWENTY-FIVE (25) FEET OF THE WEST ONE-HALF OF E AVENUE LYING SOUTHERLY OF THE CENTERLINE OF 27TH STREET AND NORTHERLY OF THE EASTERLY EXTENSION OF LOT 17, BLOCK 6, ALL IN THE PLAT OF PLEASANT SLOPE ADDITION TO THE CITY OF ANACORTES, WASHINGTON, RECORDED IN VOLUME 1 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND EXCEPT THE SOUTHERLY ONE (1) FOOT OF THE EAST FIFTEEN (15) FEET OF THE WEST ONE-HALF OF E AVENUE LYING SOUTHERLY OF THE CENTERLINE OF 27TH STREET AND NORTHERLY OF THE EASTERLY EXTENSION OF LOT 17, BLOCK 6, ALL IN THE PLAT OF PLEASANT SLOPE ADDITION TO THE CITY OF ANACORTES, WASHINGTON, RECORDED IN VOLUME 1 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, WASHINGTON, RESERVING TO THEMSELVES, HOWEVER, AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS THAT SOUTHERLY ONE (1) FOOT AS DESIGNATED ABOVE.

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

Encroachment Description – Proposed encroachment is to mitigate water drainage coming onto property, install control measures – work may require leveling or minor excavation, landscaping, retaining wall, and other work, as described in the application which is depicted in Exhibit A, which is hereby incorporated by reference.

Now, therefore, the 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 of the Owners and recorded with the Skagit County Auditor Office and the recorded document returned to Nicole Tesch, Executive Secretary.
2. The Owners agree to comply with all applicable ordinances, laws and codes in constructing the encroachment.
3. The Owners 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. This section does not apply to claims that are the subject of pending litigation.
4. The Owners shall not obstruct water meters or other public or private facilities except as approved in this agreement.
5. The Owners shall ensure that any public or private utilities are not impacted or damaged by construction or use.
6. The Owners 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 the Owners' premises and enforceable in the manner provided for the enforcement of mortgages on real property.
7. If necessary, the Owners agree to implement a Best Management Practices and Storm Water Prevention Plan that adhere to the requirements set forth by the Washington State Department of Ecology to control pollutants, dirt and debris from entering City streets and storm drainage. This will include following the guidelines set forth in the most recent Stormwater Management Manual for Western Washington and the Western Washington Phase II Municipal Stormwater Permit.

8. The construction and use shall not create clear view obstructions at intersections or private property access.
9. A drawing of Record (As-builts) will be provided to the Public Works Engineering Department, Steven Lange, of infrastructure installed.
10. This permit may be revoked if work does not commence within one year from the Permit Issue Date (Permit Expiration Date). All work must be completed by the Permit Expiration Date unless an extension is approved in writing by the Director of Public Works. If work is not completed prior to the Permit Expiration Date, the Permittee may be subject to the following: (1) Work will be completed by the City and the Permittee will be billed for all costs plus applicable administrative charges; (2) Additional permit and inspection fees; and/or (3) Citations to ensure safety in the public right-of-way and completion of the work.
11. This permit may be suspended or revoked for noncompliance with any of the provisions of this permit or for noncompliance with Anacortes Municipal Chapter 12.30.

DATED this 22 day of November, 2021

OWNER: By: Joseph William Mulcahy
Joseph William Mulcahy

OWNER: By: Anthony Young
Anthony Young

APPROVED By: Laurie M Gere
Laurie M Gere, Mayor

On this day personally appeared before me, Joseph William Mulcahy and Anthony Young, to me known to be the individuals described in and who executed the foregoing agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of November, 2021.

(Signature)

Notary Public in and for the State of Washington

Joseph G. Tollenhan
Print Name)

Residing in Skaft County, Washington.

My commission expires: 09/28/2024



STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me Laurie M Gere, to me known to be the Mayor of the City of Anacortes, the municipal corporation that executed the foregoing agreement and acknowledged that she signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of November, 2021.

(Signature)

Notary Public in and for the State of Washington



Print Name)

Residing in Skagit County, Washington.My commission expires: 9/28/2024

Exhibit "A"

