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10/12/2022 10:32 AM Pages: 1 of 4 Fees: \$206.50  
Skagit County Auditor

POOR ORIGINAL

**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(s), Red House OZ LLC, the owner(s) of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1201 32nd Street, Anacortes, WA. 98221

**Encroachment Agreement – Parcel P31949**

Tax Parcel Number: P31949 350125-0-012-0005

**Current Legal Description:** (0.3000 ac) LOT 1, SHORT PLAT NO. AN-82-005, APPROVED DECEMBER 7, 1982, AND RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 38, UNDER AUDITORS FILE NO. 8212100017, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

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

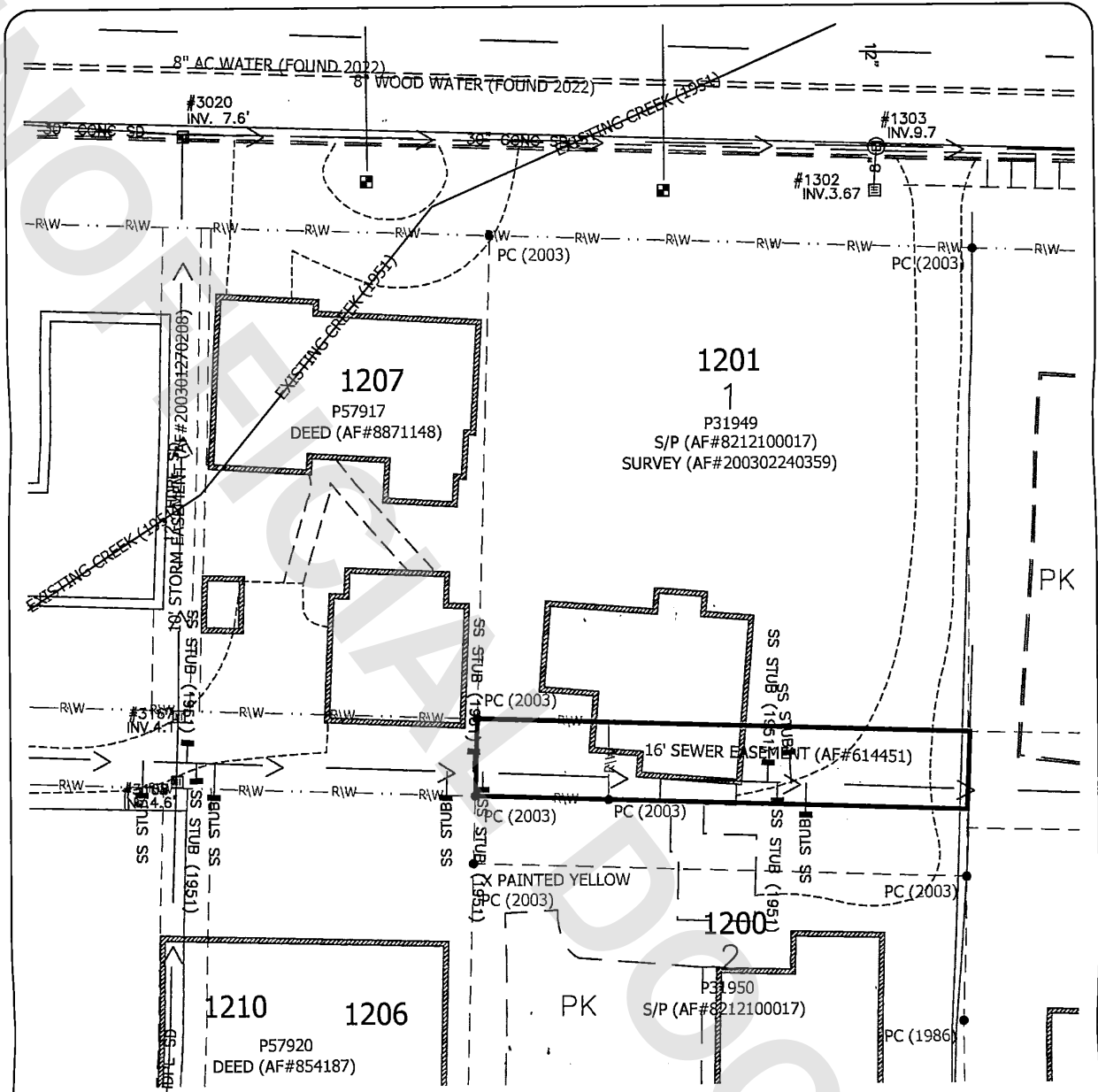
**Encroachment Description –** Proposed encroachment is for fencing, common open space and landscaping purposes. See attached drawings.

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 Steve Lange, Senior Engineering Tech.
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 Owner(s) 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. Drawing of Record (As-builts) are provide to the Public Works Engineering Department, Steven Lange, of infrastructure installed.
10. This permit may be revoked if work does not commence within 90 days of the Permit Issue 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 or at the sole discretion of the City of Anacortes.



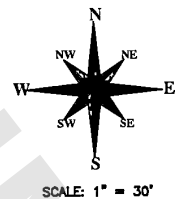


**LEGEND:**

**—** = ENCROACHMENT AREA (1,640 SF)

**NOTE:**

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



SCALE: 1" = 30'  
 DRAWN BY: S.L VIA APPLICANT DWG\SITE VISIT.  
 FILE:  
 ENCROACHMENT MAP - 1201 32ND STREET.DWG  
 EFFECTIVE DATE: SEPTEMBER 15, 2022



ADDRESS: 1201 32ND STREET

ENCROACHMENT AGREEMENT