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02/17/2023 12:21 PM Pages: 1 of 3 Fees: \$205.50
Skagit County Auditor

When recorded return to:
City of Anacortes
Attention: Lenny Burkland
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), Village Park Owners' Association, the owner(s) of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 35th Court, Anacortes, WA. 98221

Encroachment Agreement – Parcel P112560 and P112561

Tax Parcel Number: P112560 4702-000-900-0000 and P112561 4702-000-900-0100

Current Legal Description: (0.0500 ac) TRACT A (STORM WATER DETENTION POND), PLAT OF VILLAGE PARK, AS PER PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 192 AND 193, RECORDS OF SKAGIT COUNTY, WASHINGTON.

And

(0.0500 ac) TRACT B (STORM WATER DETENTION POND), PLAT OF VILLAGE PARK, AS PER PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 192 AND 193, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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 landscaping and irrigation 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 Lenny Burkland, 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, Lenny Burkland, 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.

DATED this 17 day of February, 2023

OWNER: By: [Signature]

Don Bowker

President of Village Park Owners' Association

APPROVED By: [Signature]

Don Measamer, Planning, Community and
Economic Development Director

STATE OF WASHINGTON)

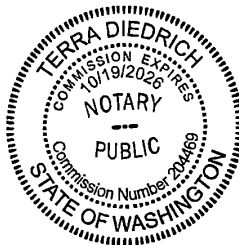
) ss

COUNTY OF SKAGIT)

DONALD W. BOWKER

On this day personally appeared before me, [Insert] and [Insert], 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 17 day of February, 2023.



(Signature) [Signature]

Notary Public in and for the State of WA

Terra Diedrich

Print Name)

Residing in Maple Vernon, Washington.

My commission expires: 10/19/2026