



200106010128

, Skagit County Auditor

6/1/2001 Page 1 of 2 3:56:00PM

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

ISLAND TITLE COMPANY
QA 3675 ✓

ENCROACHMENT AGREEMENT

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and, KEVIN and JULIE BETH MEENAGHAN, hereinafter referred to as "OWNER".

Whereas, OWNER Kevin and Beth Meenaghan are the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3211 Oakes Avenue, Anacortes, WA 98221.

P58480 Tract B of Block 702 - All of Lots 6 & 7 and west 10 feet of Lot 5 & east 10 feet of Lot 8, City of Anacortes.

Whereas, the Owner has placed certain improvements in the right of way adjacent to said property consisting of :

3 feet by 8 feet along the east side of existing driveway and 7 feet by 15 along the west side of existing driveway for the purposes of constructing a retaining wall and landscaping.

Whereas, the City is agreeable to allowing said encroachment on certain terms and conditions;

Now, therefore, parties hereby agree as follows:

1. Owner agrees to construct said retaining wall in accordance with City of Anacortes Zoning Code requirements and remove said encroachment within a reasonable time upon request by the City of Anacortes or a duly franchised public utility and further understands and agrees that all costs incurred in removing said improvements shall be at the Owner's sole expense.
2. Owner agrees to indemnify and hold the City harmless from any claims for damages resulting from the construction, maintenance or existence of those improvements encroaching into said right-of-way.

3. The City retains the right to require the removal or relocation of the retaining wall and landscaping at the Owner's expense.
4. Owner shall obtain all necessary building permits associated with said proposal.

Dated this 29th day of May, 2001.

OWNER: By: KEE Moody

OWNER: By: Julie Beth Meenaghan

APPROVED BY: H. Dean Maxwell
H. Dean Maxwell, Mayor

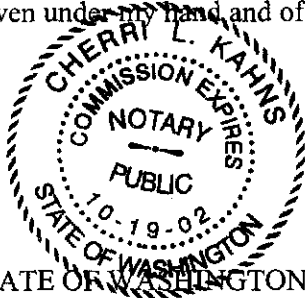
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Kevin Meenaghan, to me known to be the individual 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 29th day of May, 2001.



Cherry L. Kahns Cherry L. Kahns
Notary Public in and for the State of Washington.
Residing in Mount Vernon Washington.
My commission expires: 10-19-02

STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Julie Beth Meenaghan, to me known to be the individual 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 29th day of May, 2001.



Cherry L. Kahns Cherry L. Kahns
Notary Public in and for the State of Washington.
Residing in Mount Vernon, Washington.
My commission expires: 10-19-02

