


UNOFFICIAL DOCUMENT



200207300110  
Skagit County Auditor  
7/30/2002 Page 1 of 3 3:46PM

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

Island Title Co.  
Accommodation only  
QA-3851 ✓

### 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 Patrick and Sara Gallagher, hereinafter referred to as "OWNERS".

Whereas, OWNERS and Patrick and Sara Gallagher, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2601 Oakes Avenue, Anacortes, WA 98221.

Lots 1 & 2, Block 102, Northern Pacific Addition as per recorded in volume 2 of Plat, page 9 records of Skagit County. P58165

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

This application is to install a 38" picket fence along the east side of property. This will encroach 15 feet by 79 feet on the northeast side of property abutting Alaska Ave.

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

Standard Conditions

1. The enclosed agreement must be signed and notarized by each property owner(s) and returned to Cherri Kahns, Executive Secretary.
2. The \$100.00 fee for the enclosed Encroachment Agreement shall be paid to the Building Department for processing and recording.
3. 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.
4. 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.
5. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
6. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
7. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
8. The construction and use shall not create clearview obstructions at intersections or private property access.
9. The Water Department will have a minimum of 8 feet of access to the existing water line.

The construction and use shall not create clearview obstructions at intersections or private property access.

Now, therefore, parties hereby agree as follows:

Dated this 9 day of July 2002.

OWNER: By: [Signature]

OWNER: By: [Signature]

APPROVED BY: [Signature] 7/10/02  
H. Dean Maxwell, Mayor



STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me Patrick Gallagher, 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 9<sup>th</sup> day of July, 2002.

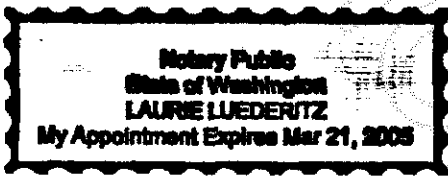
Laurie Luederitz  
(Signature)

Notary Public in and for the State of Washington

Laurie Luederitz  
(Print Name)

Residing in Bothell, Washington.

My commission expires: March 21, 2005



STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT )

On this day personally appeared before me Sarah Gallagher, 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 9<sup>th</sup> day of July, 2002.

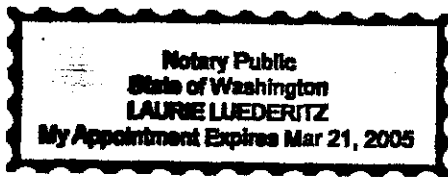
Laurie Luederitz  
(Signature)

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Laurie Luederitz  
(Print Name)

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My Appointment Expires Jan 31, 2008  
LAURIE LUEDERS  
State of Washington  
Motor Vehicle

My Appointment Expires Jan 31, 2008  
LAURIE LUEDERS  
State of Washington  
Motor Vehicle