



200302260049  
Skagit County Auditor

2/26/2003 Page 1 of 2 11:37AM

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

Tax ID: P121210

**ISLAND TITLE CO.**

**ACCOMMODATION RECORDING**

QB2287

**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 Mr. Otto M. Allison, hereinafter referred to as "OWNER".

Whereas, OWNER Mr. Otto M. Allison, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 6210 Sunset Avenue, Anacortes, WA 98221.

Lots 7 and 8, Block 11 of "Woods Addition to Anacortes, WA." As per plat recorded in volume 4 of plats, page 35 of Skagit County, WA.

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

The proposed 30' by 100' encroachment is to maintain the present landscaping and trees.

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

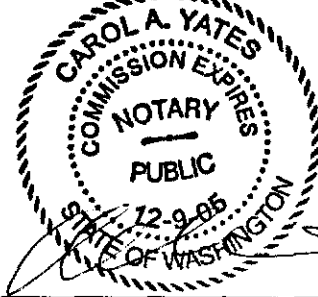
1. The enclosed agreement must be signed and notarized by each property owner(s) and returned to Cherri Kahns, Executive Secretary.

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 leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
7. The construction and use shall not create clearview obstructions at intersections or private property access.

Now, therefore, parties hereby agree as follows:

Dated this 21st day of February 2003.

OWNER: By: \_\_\_\_\_



APPROVED BY: H. Dean Maxwell

H. Dean Maxwell, Mayor

STATE OF WASHINGTON)

ss

COUNTY OF SKAGIT )

On this day personally appeared before me Otto Allison, 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 21st day of February, 2003.

Carol A. Yates  
(Signature)

Carol A. Yates  
(Print Name)

Residing in Anacortes, Washington.

My commission expires: 12/9/05

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity



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