



200306130135

Skagit County Auditor

6/13/2003 Page

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2 11:31AM

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

Chicago Title Company has placed
this document for recording as a
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ACCOMMODATION RECORDING

P 113580 Chicago Title Co.

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 Edward G. Knorr, hereinafter referred to as "OWNER".

Whereas, OWNER, Edward G. Knorr, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3604 West 10th Street, Anacortes, WA 98221.

Lot 39, Cranberry Heights Phase II.

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

To encroach 110 feet x 40 feet off of the East property line and 5 feet x 25 feet off of the south property line on the 10th St. side of residence for landscaping.

Now, therefore, parties hereby agree as follows:

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.

Special Conditions:

None

Dated this 4 day of JUNE 2003.

OWNER: By Edward G. Knorr
Edward G. Knorr

APPROVED BY: H. Dean Maxwell
H. Dean Maxwell, Mayor SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

STATE OF WASHINGTON)
 ISLAND SS
COUNTY OF ~~SKAGIT~~)

JUN 13 2003

Amount Paid \$ 0
Skagit Co. Treasurer
By [Signature] Deputy

On this day personally appeared before me, Edward G. Knorr, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of JUNE, 2003.



Irene P. Abercrombie
(Signature)
Notary Public in and for the State of WASHINGTON
IRENE P. ABERCROMBIE
Print Name)
Residing in OAK Harbor, Washington.
My commission expires: 4-5-2006



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