



200501100125
Skagit County Auditor

1/10/2005 Page 1 of 3 11:28AM

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

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ACCOMMODATION RECORDING

103-2601

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 Gustaaf A. and Brooke A. Heubel, hereinafter referred to as "OWNER".

Whereas, OWNERS, Gustaaf A. and Brooke A. Heubel, the owner's of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known 2006 J Avenue.

Lots 3 & 4, Block 6 "Henster's special edition to Anacortes WA" as per plat recorded in volume 3 of Plats, page 5, records of Skagit County WA Parcel number 3795-006-004-0006 R5 7469.

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

To extend the front yard to the sidewalk on J Ave. and to elevate 22 inches with cinder block to reduce the front yard grade.

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and standard 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 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.

Special Conditions

None

DATED this 13 day of DECEMBER, 2004

OWNER: By: _____

Gustaaf A. Heubel
Gustaaf A. Heubel

OWNER: By: _____

Brooke A. Heubel
Brooke A. Heubel

APPROVED By: _____

H. Dean Maxwell 1/16/05
H. Dean Maxwell, Mayor

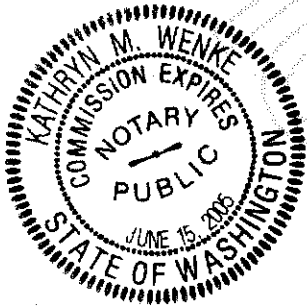


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STATE OF WASHINGTON)
SS
COUNTY OF SKAGIT)

On this day personally appeared before me, Gustaaf A. Heubel, 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 13 day of December, 2004.

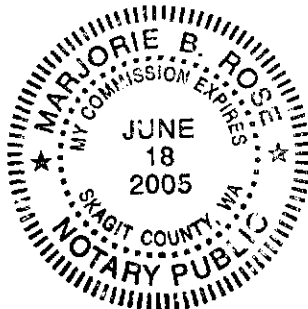


Kathryn M. Wenke
(Signature)
Notary Public in and for the State of Washington
Kathryn M. Wenke
Print Name)
Residing in Anacortes, Washington.
My commission expires: 15 June 2005

STATE OF WASHINGTON)
SS
COUNTY OF SKAGIT)

On this day personally appeared before me, Brooke A. Heubel, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 20 day of December, 2004.



Marjorie B Rose
(Signature)
Notary Public in and for the State of WA
MARJORIE B ROSE
Print Name)
Residing in Mt Vernon, Washington.
My commission expires: 6-18-05



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