



201202130040

Skagit County Auditor

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

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This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and William E. Epler and Susanna W. Epler, hereinafter referred to as "OWNERS".

Whereas, OWNERS, William E. Epler and Susanna W. Epler, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 6214 Sunset Avenue, Anacortes, WA.

Encroachment Agreement – Parcel # 121515, Lots 9 and 10, Block 11, PLAT OF WOODS ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington; situated in Skagit County, Washington.

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

Part 1: To encroach 18 feet by 23 feet into the city right of way off of the NE corner of their property line for the construction of a four foot high cement block retaining wall.

Part 2: To encroach 5 feet by 25 feet into the city right of way off of the NW corner of their property line for the construction of a two foot high cement block retaining wall.  
(Both parts of this encroachment already exist)

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and 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 clear view obstructions at intersections or private property access.

Special Conditions

None.

DATED this 30<sup>th</sup> day of January, 2012

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

William E. Epler  
William E. Epler

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

Susanna W. Epler  
Susanna W. Epler

APPROVED By: \_\_\_\_\_

H. Dean Maxwell  
H. Dean Maxwell, Mayor



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