



200305090197
Skagit County Auditor

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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
customer courtesy and accepts no
liability for its accuracy or validity

ACCOMMODATION RECORDING

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 WMD, Limited Liability Company hereinafter referred to as "OWNER" and Barbara B. Wells, hereinafter referred to as "MANAGER".

Whereas, WMD, Limited Liability Company, OWNER and Barbara B. Wells, MANAGER, of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 506 and 510 Commercial Avenue, Anacortes, WA 98221.

The South ½ of Lots 1 and 2, Block 34, City of Anacortes.

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

To install a grease interceptor tank that will encroach 8 feet by 8 feet into the city right of way.

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 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 6th day of May 2003.

OWNER:

Barbara B Wells

WMD, Limited Liability Company, Owner

BY:

Barbara B. Wells, Manager

APPROVED BY:

H. Dean Maxwell

H. Dean Maxwell, Mayor



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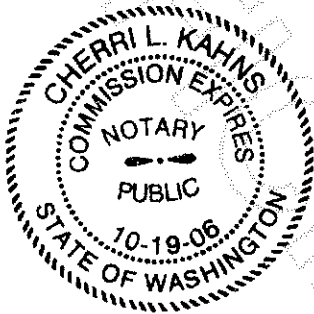
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Barbara B. Wells, is the manager of WMD, Limited Liability Company and that she executed the foregoing instrument and acknowledged the she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned in this instrument.

Given under my hand and official seal this 6th day of May, 2003.



Cheri L. Kahns
(Signature)

Notary Public in and for the State of Washington

Cheri L. Kahns
Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-06

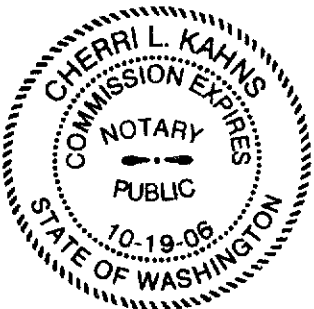
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Barbara B. Wells, 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 6th day of May, 2003.



Cheri L. Kahns
(Signature)

Notary Public in and for the State of Washington

Cheri L. Kahns
Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-06



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