



200407210041
Skagit County Auditor

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City of Anacortes

P.O. Box 547

Anacortes, WA 98221

ACCOMMODATION RECORDING

CHICAGO TITLE CO.

19B2533

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 James Mark and Jenifer L. Yarnall, hereinafter referred to as "OWNER".

Whereas, OWNERS, James Mark and Jenifer L. Yarnall, the owner's of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3719 West 4th Street.

Ptn Block 1108 "Northern Pacific Addition" to Anacortes, aka Lot 10 Survey
9109090003. Tax Parcel Number P100050.

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

To encroach 12 feet by 40 feet into the city right of way for a gravel parking pad.

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

The parking pad must be gravel only.

DATED this 29 day of June, 2004

OWNER: By: _____

James Mark Yarnall

OWNER: By: _____

Jennifer L. Yarnall

APPROVED By: _____

H. Dean Maxwell, Mayor



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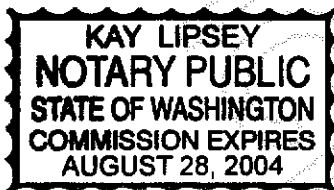
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, James Mark Yarnall, 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 29th day of June, 2004.



Kay Lipsey
(Signature)
Notary Public in and for the State of Wash
KAY LIPSEY
Print Name)
Residing in Hamilton, Washington.
My commission expires: Aug 28, 2004

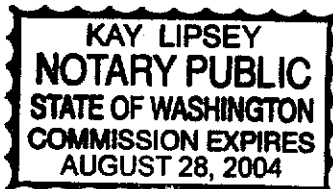
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Jenifer L. Yarnall, 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 2nd day of July, 2004.



Kay Lipsey
(Signature)
Notary Public in and for the State of Wash
KAY LIPSEY
Print Name)
Residing in Hamilton, Washington.
My commission expires: Aug 28, 2004



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