



200605160136

Skagit County Auditor

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12B 2058

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity

## ACCOMMODATION RECORDING

**When recorded return to:**

**City of Anacortes**

**P.O. Box 547**

**Anacortes, WA 98221**

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and Brian E. DeLutio and Jennifer B. DeLutio, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Brian E. and Jennifer B. DeLutio, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2011 Bradley Drive.

Skyline No. 3, Lot 27. Parcel P59132

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

To encroach 2 feet by 3 feet into the city right of way on the Bradley Dr. side of the property to erect a lamp post by the side of drive way.

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 clearview obstructions at intersections or private property access.

DATED this 11 day of MAY, 2006

OWNER: By: [Signature]  
Brian E. DeLutio

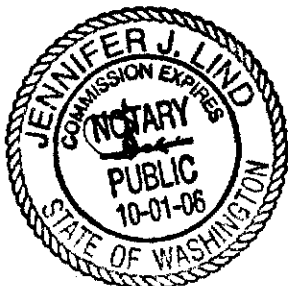
OWNER: By: [Signature]  
Jennifer B. DeLutio

APPROVED By: [Signature]  
H. Dean Maxwell, Mayor

STATE OF WASHINGTON)  
COUNTY OF SKAGIT )  
ss

On this day personally appeared before me, Brian E. DeLutio, 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 11th day of May, 2006.



[Signature]  
(Signature)  
Notary Public in and for the State of WA  
Jennifer J. Lind

Print Name) Bow, Washington.  
Residing in

My commission expires: 10.01.06



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STATE OF WASHINGTON)  
COUNTY OF SKAGIT )  
SS

On this day personally appeared before me, Jennifer B. DeLutio, 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 1<sup>st</sup> day of May, 2006.



(Signature)

Notary Public in and for the State of WA

Print Name)

Residing in Bew, Washington.

My commission expires: 10-01-06



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