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CHICAGO TITLE IQB2859
ACCOMODATION RECORDING

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

R57202, R57205, R57206, R60433, R58102, R58103

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 Anacortes Housing Authority, hereinafter referred to as "OWNER".

Whereas, OWNER, Anacortes Housing Authority, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 902 22nd Street and 904 23rd Street.

Lots 1 through 6 and lots 13 through 18 of block 6 of 1/st addition to Anacortes.

According to the plat recorded in volume 2 of plats. Page 24. records of Skagit

County. Lots 2 through 7 of block 6. Stewart's first addition according to the plat
recorded in volume 2 of plats page 14. records of Skagit County, WA. Lots 24 and
25 of Nelson's first addition to Anacortes. According to the plat recorded in Volume
2 of plats, page 102. Records of Skagit County.

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

To encroach 15 feet by 15 feet into the city right of way on the Q Avenue side of the property to erect a school bus passenger waiting shelter and concrete slab.

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		S	
None			
Dated this _/2 day of	May 2006	3. <i>M</i>	m 1 11
	OWNER: By:	Thereou!	McCalle
	Theresa McClallum		
	APPROVED By:	- Al Can /	Mafuel !
		H. Dean Maxv	vell, Mayor
STATE OF WASHINGTO	N)		native same
	SS	and the second second	
COUNTY OF SKAGIT)		
On this day personally apprindividual described in and that she signed the same	who executed the	e foregoing agree	
purposes therein mentione		1	
Given under my hand and		12 day of	ma f 2006.
ZUIDEN	m Man		KarenZyidena

200605170109 Skagit County Auditor

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Notary Public in and for the State of \(\omega\)

Residing in Anacortes

My commission expires:

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Washington.