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Skagit County Auditor
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**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 Eleanor Wright, hereinafter referred to as "OWNER".

Whereas, OWNER, Eleanor Wright, the owner of the following described real estate 1619 6th Street.

Anacortes Lot 10 Blk 140 9 & 10 – Parcel # 55896 3772-140-010-0002

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

To landscape and construct a retaining wall and low fence that will reduce the existing encroachment by approximately 3 feet on the 6th Street side of the property. This will encroach 4 feet by 60 feet into the city right of way. Retaining wall and fence shall not to exceed 4'6" in height.

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 clear view obstructions at intersections or private property access.

Special Conditions

None

DATED this 30 day of June, 2006

OWNER: By: _____

Eleanor Wright
Eleanor Wright

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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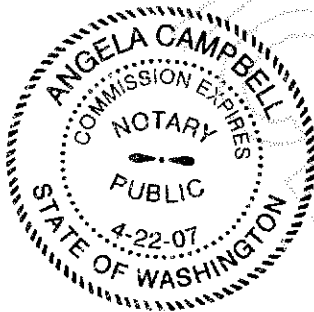
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS

On this day personally appeared before me, Eleanor Wright, 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 30 day of June, 2006.



Angela Campbell
(Signature)

Notary Public in and for the State of WA

Angela Campbell
Print Name)

Residing in Anacortes, Washington.

My commission expires: 04-22-07



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