



200610120134

Skagit County Auditor

10/12/2006 Page

1 of

3 11:03AM

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

19B2915

CHICAGO TITLE CO. ACCOMMODATION RECORDING

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation Darrell L. Keith and Deanna B. Keith, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Darrell L. Keith and Deanna B. Keith, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2320 33rd Street.

The west half of lot 18, and all of lots 19 and 20, block 15 "Kellogg & Ford's addition to Anacortes, WA"

PS 7778

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

To encroach 30 feet by 100 feet into the city right of way onto B Avenue for landscaping and fence.

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

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 clear view obstructions at intersections or private property access.

Special Conditions

That the requested 40 feet by 100 feet approved on October 4, 2005, be reduced to 30 feet by 100 feet to maintain an a continues fence line.

DATED this 9th day of October, 2006

OWNER: By: Darrell L. Keith

Darrell L. Keith

OWNER: By: Deanna B. Keith

Deanna B. Keith

APPROVED By: H. Dean Maxwell

H. Dean Maxwell, Mayor

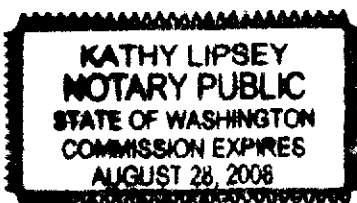
STATE OF WASHINGTON)

ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Darrell L. Keith, 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 9th day of October, 2006.



Kathy Lipsey
(Signature)

Notary Public in and for the State of Wash

KATHY LIPSEY
(Print Name)

Residing in Hamilton, Washington.

My commission expires: Aug 28, 2008



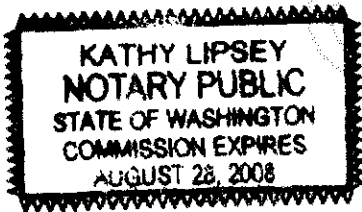
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COUNTY OF SKAGIT)^{ss}

On this day personally appeared before me, Deanna B. Keith, 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 9TH day of October, 2006.



Kathy Lipsey
(Signature)

Notary Public in and for the State of Wash

KATHY LIPSEY
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