



200702120119
Skagit County Auditor

2/12/2007 Page 1 of 3 11:13AM

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

CHICAGO TITLE CO. 1QB2972

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation David J. Morrison and Debra J. Moore, hereinafter referred to as "OWNERS".

Whereas, OWNERS, David J. Morrison and Debra J. Moore, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3608 West 8th Street.

P108715 - Lot 8 of Survey "Cranberry Heights Phase 1" recorded AF#9602150083 in surveys in volume 18, being portion of blocks 1114, 1115, 1116 & 1117, in northern pacific addition to Anacortes, section 23, township 35 north, range 1 east.

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

To landscape an area that encroaches 10 feet by 70 feet into the city right of way that abuts the side walk on West 8th Street. The landscaping will consist of shrubbery and six large rocks.

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.

Special Conditions

To approve with the condition that the rocks be set back 3 feet from the sidewalk.

DATED this 31st day of January 2007

OWNER: By: _____

David J. Morrison
David J. Morrison

OWNER: By: _____

Debra J. Moore
Debra J. Moore

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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