



200704030108

Skagit County Auditor

4/3/2007 Page 1 of 3 3:25PM

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

CHICAGO TITLE CO.

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation Matt Click, Westward Construction LLC hereinafter referred to as "OWNER".

Whereas, OWNER, Matt Click, Westward Construction LLC the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1208 Georgia Avenue, Anacortes, WA.

P58479- Lots1 and 2, Blk 702, Northern Pacific Addition, Records of Skagit County, WA.

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

To encroach 70 feet by 26 feet into the city right of away on the north end of property along Georgia Ave. to construct a rock wall that will not exceed 6 feet in height at the highest point and shall decrease to 3 feet in height along Oakes Avenue.

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

Rock wall will need to be engineered per building department codes and requirements.

DATED this 8th day of MARCH, 2007.

OWNER: By: *Matt Click*

Matt Click, Westward Construction LLC

APPROVED By: *H. Dean Maxwell*

H. Dean Maxwell, Mayor



200704030108
Skagit County Auditor

4/3/2007 Page

2 of

3 3:25PM

STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Matt Click, Westward Construction LLC 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 29th day of April March, 2007.



(Signature)

Notary Public in and for the State of Wash

Print Name)

Residing in Mt Vernon, Washington.

My commission expires: 10-19-10



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4/3/2007 Page

3 of

3 3:25PM