



200704160101

Skagit County Auditor

4/16/2007 Page

1 of

3 11:29AM

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

CHICAGO TITLE CO.

19B2988

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation Mark A. and Lori K. Johnson, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Mark A. and Lori K. Johnson, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2400 33rd Street, Anacortes, WA.

P 57783 – Kellogg's and Ford to Anacortes. Block 16, Lots 11 and 13 and the east half of lot 13 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 into the city right of way, 30 feet by 100 feet along B Avenue to construct a 6 foot high cedar panel fence.

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

DATED this 6th day of February, 2007.

OWNER: By: _____

Mark A. Johnson

OWNER: By: _____

Lori K. Johnson

APPROVED By: _____

H. Dean Maxwell, Mayor



200704160101
Skagit County Auditor

4/16/2007 Page

2 of

3 11:29AM

On this day personally appeared before me, Mark A. Johnson, 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.

CHERRIL L. KAHNS
 COMMISSION EXPIRES
 10-19-10
 NOTARY PUBLIC
 STATE OF WASHINGTON

(Signature)

Notary Public in and for the State of Washington

Chern L. Kahn

Print Name)

Residing in Mount Vernon Washington.

My commission expires: 10-19-10

On this day personally appeared before me, Lori K. Johnson, 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.

(Signature)

Notary Public in and for the State of Utah

Chem C Kahns

Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-10



200704160101

Skagit County Auditor