



200707020125

Skagit County Auditor

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6 11:28AM

When recorded return to:

City of Anacortes

P. O. Box 547

Anacortes, Washington 98221

ACCOMMODATION RECORDING

CHICAGO TITLE CO. 1063015

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Wells Fargo Bank, N. A., a national banking association, hereinafter referred to as "Owner".

Whereas Wells Fargo Bank, N. A., is the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1018 – 8th Street, Anacortes, Washington.

Parcel # P55085 – Anacortes Lots 11 to 15, Block 36

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

To encroach 26 inches by 16 feet into the city right-of-way along 8th Street to construct a new canopy that will extend over the storefront, past the building face to act as a weather barrier for ATM customers.

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:

None.

DATED this 26th day of June, 2007

"Owner"

WELLS FARGO BANK, N. A.
A national banking association

By: Kristine Lore

Its: ASSET Manager

By: Luis S. Rios

Its: VP

APPROVED BY: H. Dean Maxwell
H. Dean Maxwell, Mayor


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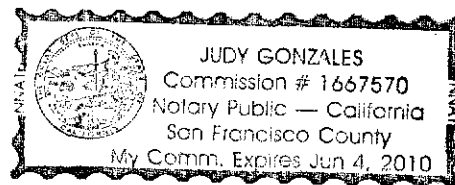
STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On May 11, 2007 before me, Judy Gonzales, Notary Public,
personally appeared Ruthene Torre & Luis S Rustia,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon
behalf which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy Gonzales

Notary Public



[For Notary Seal or Stamp]

STATE OF WASHINGTON)
COUNTY OF Skagit)

On this day personally appeared before me H. Dean Maxwell,
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he signed the same as his free and
voluntary deed, for the uses and purposes therein mentioned.

Dated: 6/26/07

Cheri L. Kahns

Print Name: Cheri L. Kahns

NOTARY PUBLIC for the State of
Washington, residing at

Mount Vernon

My appointment expires: 10-19-10

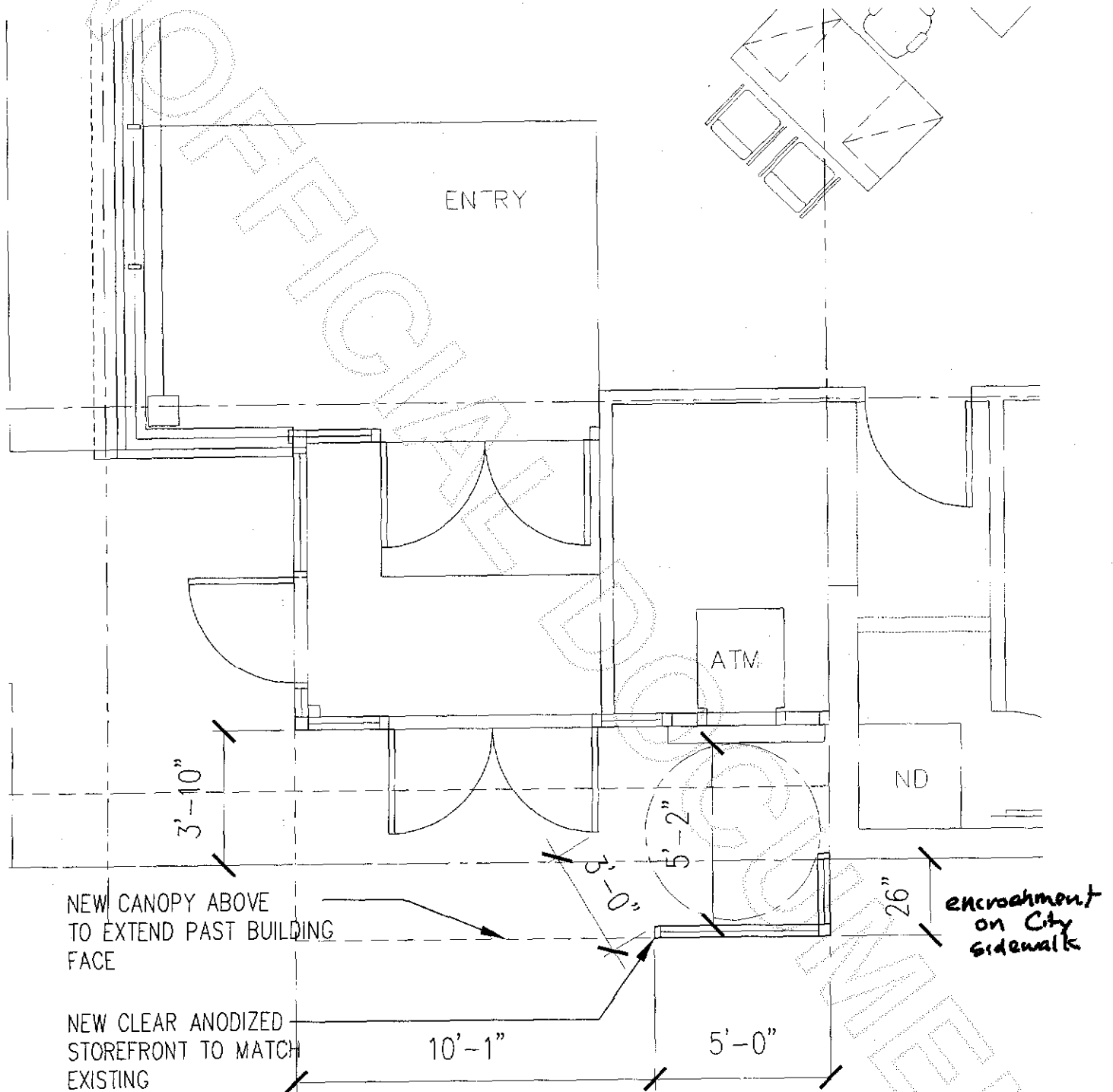


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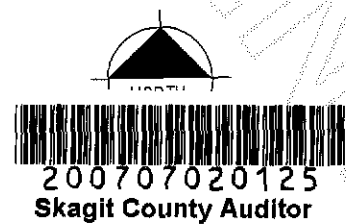
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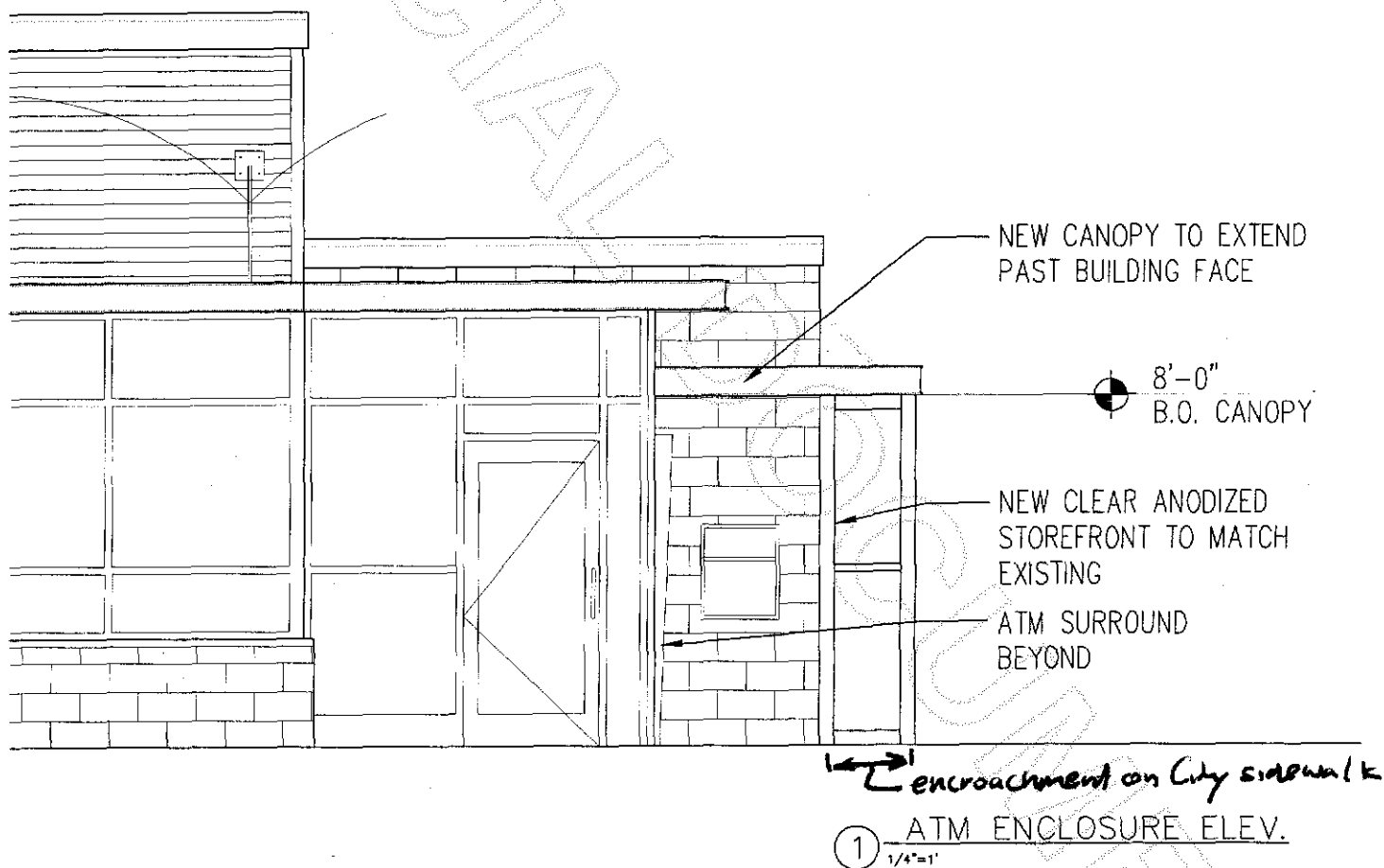


OPTION 1
 Anacortes Store A
 1018 8th St.
 Anacortes, Washington
 1/17/07



Skagit County Auditor

UNOFFICIAL



OPTION 1 - S
Anacortes St
1018 8th
Anacortes, Wash
1/17/07

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NEW CLEAR ANODIZED
STOREFRONT TO MATCH
EXISTING

① ATM ENCLOSURE ELEV.
1/4"=1'

OPTION 1—FRONT VIEW
Anacortes Store A
1018 8th St.
Anacortes, Washington
1/17/07



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