



200709130091

Skagit County Auditor

9/13/2007 Page

1 of

3 3:08PM

CHICAGO TITLE CO.

1QB3032

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

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and William and Darith Langjahr, hereinafter referred to as "OWNER".

Whereas, OWNER, William and Darith Langjahr, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 115 V Avenue, Anacortes, WA.

Parcel # P122683 - The west 65.00 feet of Block 281, "City of Anacortes," recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington; and all that vacated alley in said Block, and the North 50 feet of the West 65 feet of vacated Second Street, and adjoining tidelands in Tract No. 10 of Plat No. 9 Anacortes Tidelands in Section 18, Township 35 North, Range 2 East, W.M. aka Lot "A" of Survey recorded under Auditor's File No. 200504060099. Together with a non-exclusive access and utilities easement on the South 30 feet of the West 65 feet of vacated Second Street, aka portion of Lot "B" of said Survey recorded under Auditor's File No. 200504060099. Together with a non-exclusive 10 foot wide easement for sanitary sewer and underground utilities under and across a tract of landing 10.00 feet wide abutting the Northeast side of the following described line: Commencing at the southeast corner of Lot B of Survey recorded April 6, 2005 as Auditor's File No. 200504060099, records of Skagit County, Washington; thence north 1°ast along the east line of said Lot B, a distance of 71.55 feet to the point of beginning; thence North 63°00'43" West, a distance of 73.21 feet to the West line of said Lot B and the terminus of this line description. Said Survey being

portion of Blocks 280 and 281, "CITY OF ANACORTES" as per plat recorded in Volume 2, of Plats, page 4, records of Skagit County, Washington.

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

To encroach 6 feet by 6 feet into the city right of way to construct a bridge to provide handicap accessibility.

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

DATED this 6th day of September, 2007

OWNER: By: _____

William Langjahr
William Langjahr

OWNER: By: _____

Darith Langjahr
Darith Langjahr

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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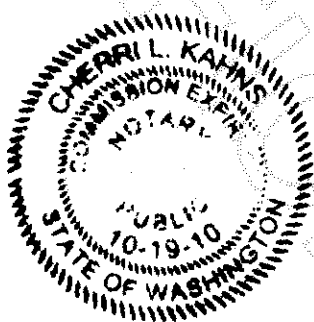
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, William Langjahr, 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 6th day of September, 2007.



Cherril Kahns Cherril Kahns
(Signature)

Notary Public in and for the State of Wash

Cherril Kahns
Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-10

STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Darith Langjahr, 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 6th day of September, 2007.



Cherril Kahns
(Signature)

Notary Public in and for the State of _____

Washington
Print Name)

Residing in Mount Vernon, Washington.

My commission expires: 10-19-10



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