



200711070047

Skagit County Auditor

11/7/2007 Page 1 of 3 11:10AM

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City of Anacortes
P.O. Box 547
Anacortes, WA 98221

CHICAGO TITLE CO.

1QB3048

ACCOMMODATION RECORDING

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

Whereas, OWNER, Thomas and Kelly Wooten, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2300 33rd Street, Anacortes, WA.

Parcel P57775 and P57770 – Lots 11 and 12 and the east half of lot 13, block 15, Kellogg and Ford's Addition to Anacortes, according to the plat thereof recorded in volume 1 of Plats, page 41, records F Skagit, Washington. Situate in the County of Skagit, State of Washington.

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

To encroach 30 feet by 100 feet into C Avenue adjacent to the East property line to clean up and remove under brush. Applicant will landscape and a six foot high fence will be constructed that will be continuous from existing fence at residence.

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and standard conditions:

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

All cleanup debris must be removed from the premises and not pushed over to the east half of C Avenue.

DATED this 30 day of October, 2007.

OWNER: By: _____

Thomas Wooten
Thomas Wooten

OWNER: By: _____

Kelly Wooten
Kelly Wooten

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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