



200802270134  
Skagit County Auditor

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CHICAGO TITLE CO.

14B3073

**ACCOMMODATION RECORDING**

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

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity

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

Whereas, OWNER, Mark and Sharon Chandler, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3004 West 3<sup>rd</sup> Place, Anacortes, WA.

Encroachment Agreement – Parcel P99731. N P to Anacortes, east 79.98 feet of block 506; Together with the south 34 feet of West 3rd Street Vacated Under Ordinance No. 2417, Except the south 34 Feet. Record in Book of Surveys Af#9902160224 Volume 21 Page 141.

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

To encroach 19 feet by 60 feet for soft landscaping. Plants are located 14 from property line which still provides 12 feet of full access for city vehicles behind.

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

Two evergreen trees must be removed or moved closer to the fence line with the existing alder tree and the neighbor's house so as not to block the right of way access. The Leland Cypress hedge shall not exceed seven feet in height and must be maintained by the applicant/property owners. If the applicant/property owners fail to maintain hedge to seven feet or less, the city is authorized to remove hedge at the applicant/property owner's expense.

DATED this 18 day of Feb, 2008.

OWNER: By: Mark Chandler  
Mark Chandler

OWNER: By: Sharon Chandler  
Sharon Chandler

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

  
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