



200805210115

Skagit County Auditor

5/21/2008 Page

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3 3:20PM

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

ACCOMMODATION RECORDING

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CHICAGO TITLE CO. 19B3090

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Claude and Marilyn Flagg, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Claude and Marilyn Flagg, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 214 V Avenue, Anacortes, WA.

Encroachment Agreement - Parcel Number 56472 Anacortes Lots 19 and 20, Block 285, Map of the City of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, pages 4 and 7, records of Skagit County, Washington; together with the west 10 feet of "V" Avenue adjacent to said lot 20 vacated under Ordinance No 1462 as would attach by the operation of law.

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

To encroach 28 feet by 52 feet into the City Right of Way adjacent to the applicant's east property line to replace existing driveway and add a small patio with un-grouted pavers along with a walkway to front porch and landscaping.

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 8TH day of MAY, 2008.

OWNER: By: Claude A. Flagg
Claude A. Flagg

OWNER: By: Marilyn N. Flagg
Marilyn N. Flagg
MF
5-8-08

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



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