



200811260085

Skagit County Auditor

11/26/2008 Page

1 of

2 11:10AM

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

ACCOMMODATION RECORDING CHICAGO TITLE CO.
1983130

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Ms. Malka Golden-Wolfe, hereinafter referred to as "OWNER".

Whereas, OWNER, Ms. Malka Golden-Wolfe, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2304 14th Street, Anacortes, WA.

The east half of Lot 18, all of Lots 19 and 20, Block 236, Map of City of Anacortes according to Plat thereof reported in Volume 2 of Plats, page 4-7 records of Skagit County, WA. P56357

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

To encroach 40 feet by 100 into the city right of way along the east side of 2304 14th Street into C Avenue for landscaping and to install a 30 foot of fencing along the east and west end of lots, not to exceed 4 feet in height.

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.
8. Landscaping may not exceed 7 feet in height. If the applicant/property owners fail to maintain the landscaping to seven feet or less, the city is authorized to remove the landscaping at the applicant/property owner's expense.

DATED this 18 day of November, 2008

OWNER: By: _____

Malka Golden-Wolfe
Ms. Malka Golden-Wolfe

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor

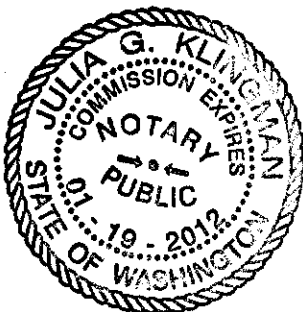
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Ms. Malka Golden-Wolfe, 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 18 day of November, 2008.



Julia G. Klingman
(Signature)

Notary Public in and for the State of WA

Julia G. Klingman
Print Name)

Residing in Anacortes, Washington.

My commission expires: 01-19-12



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