



200811260086

Skagit County Auditor

11/26/2008 Page

1 of

3 11:10AM

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

CHICAGO TITLE CO.

ACCOMMODATION RECORDING 1Q83130

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

Whereas, OWNER, Mr. Leif Jacobson, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1306 Dakota Avenue, Anacortes, WA.

P58387 - Lots 1 & 2 and the east ½ of Lot 3, Blk 404 of the Plat of Northern Pacific Addition to Anacortes.

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

To encroach into the right of way 11 feet past easterly property line by 100 feet long north to south along Dakota Avenue continuous around the northwest corner 18 feet wide by 75 feet long within 3 feet of proposed and existing sidewalks. Encroachment is to allow landscaping and rock wall along Dakota Avenue and landscaping and install a four foot high cedar/picket fence along West 2nd Street of newly constructed residence.

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.
9. No solid fence, wall, or hedge within or along the sides or front edge of any front yard, to the required depth of that yard, shall be over two feet six inches in height. Non-sight obscuring fences, walls or hedges in this required front yard setback area shall not exceed four feet six inches in height.

DATED this 19 day of NOVEMBER, 2008

OWNER: By: _____

Mr. Leif Jacobson

APPROVED By: _____

H. Dean Maxwell, Mayor

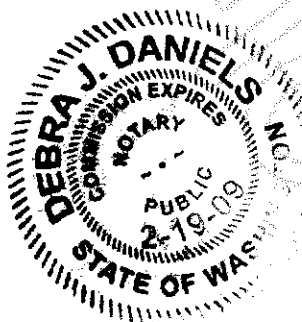


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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Mr. Leif Jacobson, 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 19th day of November, 2008.



Debra J. Daniels
(Signature)

Notary Public in and for the State of _____

Debra J. Daniels
Print Name)

Residing in Anacortes, Washington.

My commission expires: 02-19-09



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