



200905200148

Skagit County Auditor

5/20/2009 Page

1 of

3 3:45PM

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

CHICAGO TITLE CO.

19B3173

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and President Bret Lunsford representing American Croatian Club ~~American Croatian Club~~, hereinafter referred to as "OWNER(S)".

Whereas, OWNER(S), President Bret Lunsford representing American Croatian Club, of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1202 7th Street, Anacortes, Washington.

The East 15 feet of lot 18 and all of lots 19 & 20, Block 74, "Map of the City of Anacortes, Skagit County, Washington" as per plat recorded in Volume 2 of Plats, ~~page 4~~, records of Skagit County.

P55403 pages 4 through 7

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

To install an ADA ramp, retaining wall, and handrail that will encroach 4 feet by 50 feet off of the east property line of the American Croatian Club.

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

None

DATED this 18th day of May, 2009.

OWNERS: By: _____


Bret Lunsford, President
American Croatian Club

APPROVED By: _____


H. Dean Maxwell, Mayor

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



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STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Bret Lunsford, President who has authority and is representing the American Croatian Club and is 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 18th day of May, 2009.



Cherril Kahns

(Signature)

Notary Public in and for the State of Wash

Cherril L Kahns

(Print Name)

Residing in Mount Vernon Washington.

My commission expires: 10-19-10



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