



201004230065

Skagit County Auditor

4/23/2010 Page

1 of

3 11:02AM

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

CHICAGO TITLE CO.

1QB3238

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Scott A. & Donna M. Reed, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Scott A. & Donna M. Reed, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 111 5th Street, Anacortes, WA.

Encroachment Agreement – Bowman's C.S.H.W.F. Plat to Anacortes, Block 16, Acres 0.29, Lot 3 of Survey recorded under AF#200406210184 AKA the south 70.00 feet of lots 11 through 14, together with that portion of vacated "X" Avenue between the north line of Sixth Street and the south line of Fifth Street, together with a 20 foot strip of land lying immediately east of the centerline of vacated "X" Avenue and extending south a distance of 145.57 feet from the south line of Fifth Street, except any portion of said lots lying seaward of the ordinary high water line. Lot 3 of survey recorded under AF#200406210184 AKA the south 70.00 feet of lots 11 through 14, together with that portion of vacated "X" Avenue that would attach by operation of law, together with a 10 foot strip of land lying immediately west of the centerline of vacated "X" Avenue between the north line of Sixth Street and the south line of Fifth street, together with a 20 foot strip of land lying immediately east of the centerline of vacated "X" Avenue and extending south a distance of 145.57 feet from the south line of Fifth Street, except any portion of said lots lying seaward of the ordinary high water line.

Tax Parcel Number(s): 3776-015-021-0009 P56849

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

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

To encroach 6 feet wide by 14.5 feet long into city right of way. The wall will continue onto the park property along the property line, but it is only 13.75 feet perpendicular from the side property line to the rock on the park property. The purpose of the encroachment is to extend a bulkhead to stop erosion.

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

The property owner will be required to build a split rail or other open type of fence along the southern boundary of his property and 6th Street and will be responsible for any maintenance required on the bulkhead.

DATED this 1st day of April, 2010

OWNER: By: Scott A. Reed
Scott A. Reed

OWNER: By: Donna M. Reed
Donna M. Reed

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



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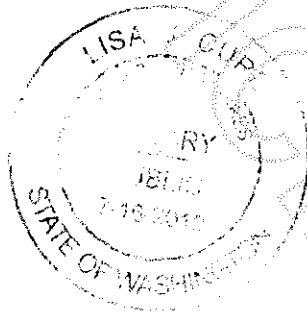
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Scott A. Reed, 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 1st day of April, 2010.



(Signature)

Notary Public in and for the State of Washington

Lisa J Cure
Print Name)

Residing in Bow, Washington.

My commission expires: 7-10-2010

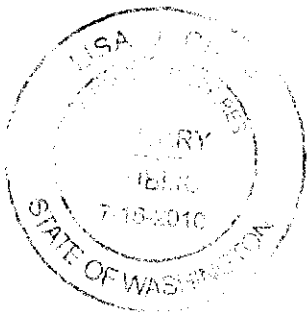
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Donna M. Reed, 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 1st day of April, 2010.



(Signature)

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