



201006250042

Skagit County Auditor

6/25/2010 Page

1 of

3 10:12AM

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

CHICAGO TITLE 62001155

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

Whereas, OWNERS, Harry and Karen McGrath, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3818 Sutton Place, Anacortes, WA.

Encroachment Agreement - Parcel Number P109404, Sutton Place, Lot 8.

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

To encroach 7 feet x 85 feet off of their east property line into the city right of way. The purpose is to move their existing fence and expand their side yard. Their fence would start on the SE corner of their property 7 feet to the east and move 70 feet to the north and then angle back to the property line an additional 15 feet.

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 16 day of June, 2010

OWNER: By: _____

Harry McGrath
Harry McGrath

OWNER: By: _____

Karen McGrath
Karen McGrath

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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Skagit County Auditor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Harry McGrath, 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 16 day of JUNE, 2010.



Marsha L Sullivan
(Signature)
Notary Public in and for the State of Washington
Marsha L Sullivan
Print Name)
Residing in Mt Vernon, Washington.
My commission expires: OCT 15 2011

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Karen McGrath, 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 16 day of June, 2010.



Marsha L Sullivan
(Signature)
Notary Public in and for the State of Washington
Marsha L Sullivan
Print Name)
Residing in Mt. Vernon, Washington.
My commission expires: OCT 15 2011



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