



201011180095

Skagit County Auditor

11/18/2010 Page 1 of 3 3:35PM

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

CHICAGO TITLE 620012292

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Jason D. Kilpatrick and Kima R. S. Kilpatrick, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Jason D. Kilpatrick and Kima R. S. Kilpatrick, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2401 32nd Street, Anacortes, WA.

P57782
Encroachment Agreement – The east half of lot 8 and all of lots 9 and 10, Block 16 "Kellogg & Ford's addition to Anacortes, Washington" as per plat recorded in volume 1 of plats, page 41, records of Skagit County, WA. Page 4 Parcel # 38000160100000

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

To encroach 30 feet by 100 feet off of their east property line into the city right of way (unimproved B Ave.) to construct a fence.

Now, therefore, parties hereby agree as follows:

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

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 8th day of Nov, 2010

OWNER: By

Jason D. Kilpatrick
Jason D. Kilpatrick

OWNER: By

Kima R. S. Kilpatrick
Kima R. S. Kilpatrick

APPROVED By:

H. Dean Maxwell
H. Dean Maxwell, Mayor



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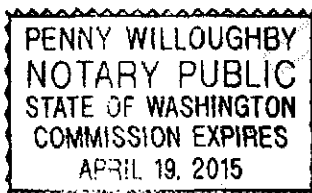
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Jason D. Kilpatrick, 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 8th day of Nov, 2010.



Penny Willoughby
(Signature)

Notary Public in and for the State of WA

Penny Willoughby
Print Name)

Residing in ANACORTOS, Washington.

My commission expires: 04-19-2015

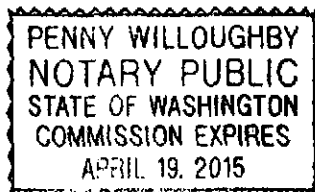
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Kima K. S. Kilpatrick, 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 8th day of Nov, 2010.



Penny Willoughby
(Signature)

Notary Public in and for the State of WA

Penny Willoughby
Print Name)

Residing in ANACORTOS, Washington.

My commission expires: 04-19-2015



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