



201012290097

Skagit County Auditor

12/29/2010 Page 1 of 3 1:22PM

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

CHICAGO TITLE

620012491

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Strandberg Construction Inc., hereinafter referred to as "OWNER(S)".

Whereas, OWNER(S), Strandberg Construction Inc., owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1320 Dakota Avenue, Anacortes, WA.

Lot 5, Anacortes Short Plat No. SP-040-010, recorded under Auditor's File No. 200706040018, records of Skagit County, Washington, also know as the Rawhauser Short Plat, and being a portion of the Southeast Quarter of the Northeast Quarter of Section 213, Township 35 North, Range 1 East of the Willamette Meridian.

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

To encroach 15 feet by 36 feet into city right of way off of their south property line. This is to increase the "turn around" area at the top of their driveway.

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 13 day of Dec., 2010.

OWNERS: By: _____


Nels G. Strandberg, of Strandberg
Construction Inc.

APPROVED By: _____


H. Dean Maxwell, Mayor



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