



201105030056

Skagit County Auditor

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City of Anacortes
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Anacortes, WA 98221

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620013076

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

Whereas, OWNER(S), Port of Anacortes, owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Port Parcel 1, at the northwest corner of Q Avenue and Seafarer's Way, Anacortes, WA.

Parcel #32916 Lot 1 of short plat #ANA-98-003, AF# 9902170072, Located in NW 1/4

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

To encroach 4 feet by 10 feet into the city right of way for a multi-tenant sign on the northwest corner of Port's Parcel 1, at the corner of Q Ave and Seafarer's Way.

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 26th day of April, 2011.

OWNERS: By: _____

Port of Anacortes

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, Robert W. Hyde, Executive Director Port of Anacortes 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 26th day of April, 2010.



Julianne M. Lindsey
(Signature)

Notary Public in and for the State of _____

Julianne M. Lindsey
(Print Name)

Residing in Anacortes, Washington.

My commission expires: 07-24-12



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