



201109200064
Skagit County Auditor

9/20/2011 Page 1 of 3 3:18PM

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

CHICAGO TITLE
620013985

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Barry G Fetzer and Mary A Fetzer, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Barry G Fetzer and Mary A Fetzer, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1718 K Avenue, Anacortes, WA.

Encroachment Agreement – Parcel # 130371, Lot B, of that certain record of survey recorded November 12, 2009, under Skagit County Auditor’s File No. 200911120117; being a portion of Lots 18, 19, and 20, Block 126, “MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON,” as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, and vacated streets and alley adjacent thereto.

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

To encroach 19 feet by 57 feet 9 inches off of the east property line into the city right of way toward K Avenue to construct a picket 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 2 day of Sept., 2011

OWNER: By: Barry G. Fetzer
Barry G. Fetzer

OWNER: By: Mary A. Fetzer
Mary A. Fetzer

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

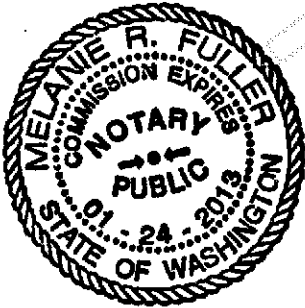


201109200064
Skagit County Auditor

STATE OF WASHINGTON)) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Barry G. Fetzer, 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 2nd day of September, 2011.

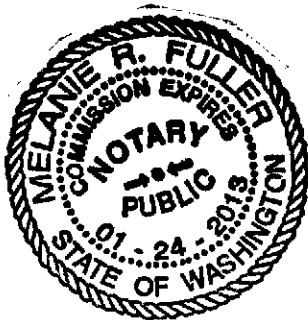


(Melanie Fuller)
(Signature)
Notary Public in and for the State of Washington
Melanie R Fuller
Print Name)
Residing in Anacortes, Washington.
My commission expires: 1/24/13

STATE OF WASHINGTON)) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Mary A. Fetzer, 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 2nd day of September, 2011.



(Melanie Fuller)
(Signature)
Notary Public in and for the State of Washington
Melanie R Fuller
Print Name)
Residing in Anacortes, Washington.
My commission expires: 1/24/13



201109200064
Skagit County Auditor