



201201100065

Skagit County Auditor

1/10/2012 Page 1 of 3 3:22PM

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

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

620014739

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and William R. and Erin P. McCombs, hereinafter referred to as "OWNERS".

Whereas, OWNERS, William and Erin McCombs, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 4209 Marine Heights Way, Anacortes, WA.

Encroachment Agreement - Parcel 111780, Lot 42, "PLAT OF MARINE HEIGHTS," as per recorded in Volume 16 of Plats, pages 173 through 175, inclusive, records of Skagit County, Washington

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

To encroach 4 feet by 25 feet off of their south property line into the public access to the Anacortes community forest lands. This will be used as a portion of their concrete 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 31<sup>st</sup> day of December, 2011

OWNER: By: William R. McCombs  
William R. McCombs

OWNER: By: Erin P. McCombs  
Erin P. McCombs

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, William R. McCombs, 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 31st day of December, 2011.



Shirley A Reaves
(Signature)
Notary Public in and for the State of Washington
Shirley A Reaves
(Print Name)
Residing in Oak Harbor, Washington.
My commission expires: 3-29-14

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT )

On this day personally appeared before me, Erin P. McCombs, 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 31st day of December, 2011.



Shirley A Reaves
(Signature)
Notary Public in and for the State of Washington
Shirley A Reaves
(Print Name)
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