



201202290102
Skagit County Auditor

2/29/2012 Page 1 of 3 1:38PM

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

CHICAGO TITLE
620 015065

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Mark L. and Sharon E. Chandler, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Mark L. and Sharon E. Chandler, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3911 West 12th Street, Anacortes, WA.

Encroachment Agreement - Parcel 122209 Lots 13, 14 and 15, Block 11, Tuttle and Buckley's Plat of Anacortes, according to the plat thereof recorded in Volume 2 of plats, Page 23, records of Skagit County, WA.

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

To encroach 13 feet by 90 feet of off their south property line into the city right of way into an unimproved, dead end alley to pour 10 foot concrete strip for ingress/egress.

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

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

The City of Anacortes will no longer maintain this alley.

DATED this 16th day of February, 2012

OWNER: By: Mark L. Chandler
Mark L. Chandler

OWNER: By: Sharon E. Chandler
Sharon E. Chandler

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



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On this day personally appeared before me, Mark L. Chandler, 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.

(Signature)

Melissa H. Spradlin

Print Name)

My commission expires: 3-13-2014

On this day personally appeared before me, Sharon E. Chandler, 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.

A circular notary seal for Melissa H. Spradlin, a Notary Public in the State of Washington. The seal features her name around the top inner edge, "COMMISSION EXPIRES" at the top, "NOTARY" in the center, a small star below it, "PUBLIC" below the star, and "3-13-2014" at the bottom. The outer ring of the seal contains the text "STATE OF WASHINGTON".

(Signature)

Melissa H. Spradlin

Print Name)

My commission expires: 3-13-2014



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