



201207240020

Skagit County Auditor

7/24/2012 Page 1 of 3 10:18AM

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

CHICAGO TITLE
620016313-M

ACCOMMODATION RECORDING

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Steven ^WR and Janet L Rutz, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Steven ^WR and Janet L ^{Rutz}Rutz, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1701 10th Street, Anacortes, WA.

Encroachment Agreement - Parcel 55965 Lots 1 and 2, block 155, "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.

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

To encroach 11 feet by 38 feet of off their east property line into the city right of way along I Avenue to construct a see through decorative type fence to keep deer out of their garden. The fence will remain 14 feet off of I Avenue.

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 26th day of June, 2012


OWNER: By: _____


Steven R Rutz

OWNER: By: _____


Janet L Rutz

APPROVED By: _____


H. Dean Maxwell, Mayor

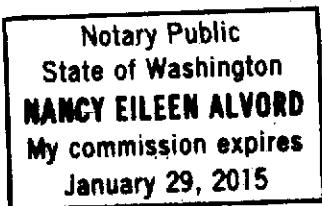


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Skagit County Auditor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Steven ^wR Rutz, 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 26 day of June, 2012.



Nancy Eileen Alvord
(Signature)

Notary Public in and for the State of Washington
Nancy Eileen Alvord
Print Name)

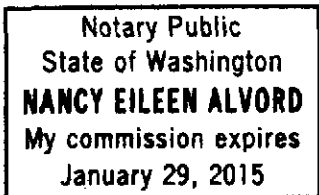
Residing in Wt. Vernon, Washington.

My commission expires: 01/29/2015

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Janet L Rutz, 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 26 day of June, 2012.



Nancy Eileen Alvord
(Signature)

Notary Public in and for the State of Washington
Nancy Eileen Alvord
Print Name)

Residing in Wt. Vernon, Washington.

My commission expires: 01/29/2015



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