



201208150005
Skagit County Auditor

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Agreement

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

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

ACCOMMODATION RECORDING

Chicago Title 620016539

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and James S. and Sharon K. Scott, hereinafter referred to as "OWNERS".

Whereas, OWNERS, James S. and Sharon K. Scott, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2122 Meadows Lane, Anacortes, WA.

Encroachment Agreement – MEADOWS DIV NO.1, LOT 12

Tax Parcel Number(s): P1104046/4725-000-012-0000

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

To encroach 20 feet along the southwest property line and into the city right of way along Meadows Lane 9 feet on the north end and taper to 1 foot 8 inches on the south end. This strip will be used for landscaping.

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 7th day of August, 2012

OWNER: By: _____

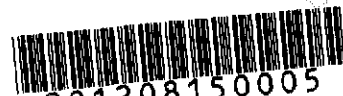
James S. Scott

OWNER: By: _____

Sharon K. Scott

APPROVED By: _____

H. Dean Maxwell, Mayor



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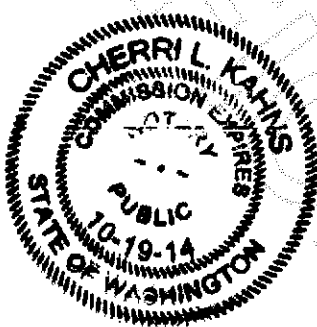
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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, James S. Scott, 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 7th day of August, 2012.



Cheri L Kahns
(Signature)
Notary Public in and for the State of Wash
Cheri L Kahns
Print Name)
Residing in Mount Vernon, Washington.
My commission expires: 10-19-14

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Sharon K Scott, 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 7th day of August, 2012.



Cheri L Kahns
(Signature)
Notary Public in and for the State of Wash
Cheri L Kahns
Print Name)
Residing in Mount Vernon, Washington.
My commission expires: 10-19-14



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