



201209050076

Skagit County Auditor

9/5/2012 Page

1 of

3 3:21PM

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

CHICAGO TITLE
620016703-M

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Jane B Metzger, hereinafter referred to as "OWNER".

Whereas, OWNER, Jane B Metzger, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1806 32nd Street, Anacortes, WA.

ACCOMMODATION RECORDING

Encroachment Agreement –Fidalgo to Anacortes, The west 7.5 feet of lots 13 and 26, and all of lots 14, 15, 24 and 25, block 1, Fidalgo Addition to the City of Anacortes, according to the plat thereof recorded in volume 1 of plats, page 28, records of Skagit County, Washington.

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

Tax Parcel Number(s): P57184

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

To encroach 16 feet by 67.5 feet of off their north property line into the unimproved city alleyway for a 17 foot slab with a 3 foot fire pit. Also a sidewalk from the north end of house to the existing outbuilding on their adjacent property across the alley and a 12 foot by 12 foot shed that will be in the encroached upon area of ROW.

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 15th day of Aug., 2012

OWNER: By: _____

Jane B Metzger
Jane B Metzger

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



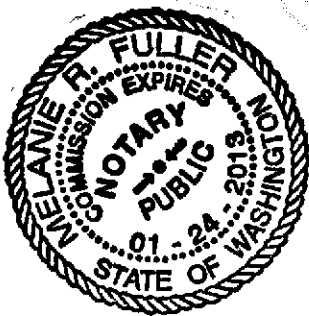
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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Jane B Metzger, 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 15th day of August, 2012.



[Signature]
(Signature)

Notary Public in and for the State of Washington

Print Name) Chauvats
Residing in Chauvats, Washington.

My commission expires: 1/24/13



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