



201211190200

Skagit County Auditor

11/19/2012 Page 1 of 3 1:28PM

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When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

ACCOMMODATION RECORDING-620017373

AGREEMENT

CHICAGO TITLE

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

Whereas, OWNER, Mary S Willette, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2003 8th Street, Anacortes, WA.

Encroachment Agreement – LOTS 1 TO 4, BLOCK 174, CITY OF ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGES 4 TO 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE WEST 10 FEET OF LOT 4.

Tax Parcel Number(s): P56105 3772-175-005-0005

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

To encroach 110' x 8" along 8th street property line to rebuild rockery to a height of 6 ½ feet.

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

2. 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.

DATED this 5th day of November, 2012

OWNER: By: Mary S. Willette
Mary S Willette

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



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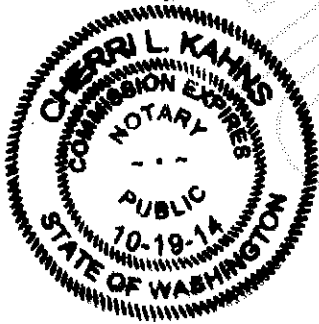
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) ss

On this day personally appeared before me, Mary S. Willette, 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 5th day of November, 2012.



Cheri L. Kahns

(Signature)

Notary Public in and for the State of Wash

Print Name)

Residing in mtvemon, Washington.

My commission expires: 10-19-14



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