



201211190201

Skagit County Auditor

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

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

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ACCOMMODATION RECORDING

AGREEMENT

CHICAGO TITLE

620017374

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Gifford Living Trust & Gifford Yale W Trustee & Gifford Shelia M Trustee, hereinafter referred to as "OWNER".

Whereas, Gifford Living Trust & Gifford Yale W Trustee & Gifford Shelia M Trustee, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1302 7th Street, Anacortes, WA.

Encroachment Agreement – ANACORTES, BLOCK 101, TH PTN OF BLK 101 & THAT CERTAIN STRIP OF LAND THEREIN DESIGNATED AS "RESERVED FOR A RW FOR THE SEATTLE & NORTHERN RAILWAY DAF BAT NE COR OF LOT 18 SD BLK 101 TH W ALG THE S LINE OF THE ALLEY IN SD BLK 90FT TO NW COR OF LOT 16 TH S ALG W LINE OF SD LOT 16 & ALG W LINE PRODUCED 100FT TO N LINE OF SEVENTH ST AS SHOWN ON SD PLAT TH E ALG THE N LINE OF 7TH ST 90FT TO SE COR OF LOT 18 TH N 100FT TO POB TH PTN OF BLK 101 & THAT CERTAIN STRIP OF LAND THEREIN DESIGNATED AS "RESERVED FOR A RW FOR THE SEATTLE & NORTHERN RAILWAY DAF BAT NE COR OF LOT 18 SD BLK 101 TH W ALG THE S LINE OF THE ALLEY IN SD BLK 90FT TO NW COR OF LOT 16 TH S ALG W LINE OF SD LOT 16 & ALG W LINE PRODUCED 100FT TO N LINE OF SEVENTH ST AS SHOWN ON SD PLAT TH E ALG THE N LINE OF 7TH ST 90FT TO SE COR OF LOT 18 TH N 100FT TO POB

Tax Parcel Number(s): P55652 3772-101-018-0014

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

To encroach 18' x 90' on 7th street side for irrigation system, lawn turf & 3 Dogwood trees. To encroach 23' x 90' on M Ave. street side for irrigation system, lawn turf & 2 to 3 Dogwood trees.

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 trees that will be planted on encroachment must be maintain by owner and placed so that will be no clearview problem.

DATED this 29th day of October 2012

OWNER: By: Yale W. Gifford
Yale W Gifford

OWNER: By: Shelia M. Gifford
Shelia M Gifford

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



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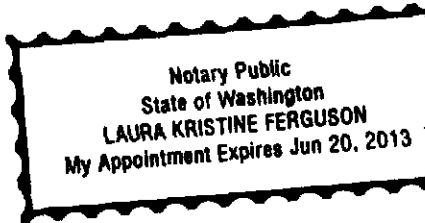
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Yale W. Gifford & Shelia M. Gifford, 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 29th day of October, 2012.



(Signature)

Notary Public in and for the State of Washington

Print Name)

Residing in Anacortes, Washington.

My commission expires: 6/20/2013



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