



Skagit County Auditor  
5/17/2013 Page

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\$74.00

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

CHICAGO TITLE  
620019075

"Agreement"

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Vann & Christine Chinchon, hereinafter referred to as "OWNER".

Whereas, OWNER, Vann & Christine Chinchon, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2219 21<sup>st</sup> Street., Anacortes, WA.

**Encroachment Agreement** – Parcel # 106760 ANACORTES, TRACT B OF SURVEY REC AF#9412300129 IN VOL 16 PAGE 126, BEING A PORTION OF BLOCK 213. TRACT B OF SURVEY REC AF#9412300129 IN VOL 16 PAGE 126, BEING A PORTION OF BLOCK 213.

Tax Parcel Number(s): P106760 3772-213-010-0009

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

**Encroachment Description:** Proposed use of unopened alley 75 x 8 for property beautification with shrubbery and install fence.

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

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.

DATED this 14 day of MAY, 2013

OWNER: By: \_\_\_\_\_

Vann Chinchén

OWNER: By: \_\_\_\_\_

Christine Chinchén

APPROVED By: \_\_\_\_\_

H. Dean Maxwell, Mayor



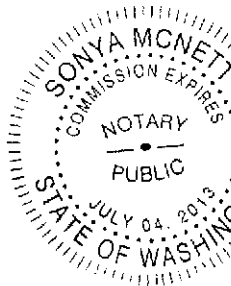
STATE OF WASHINGTON)

COUNTY OF SKAGIT )

) ss

On this day personally appeared before me, Vann & Christine Chinchon, 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 14th day of May, 2013.



(Signature)

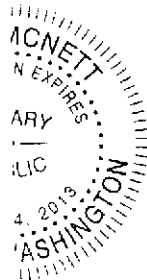
Notary Public in and for the State of WA

(Print Name)

Residing in Shajit, Washington.

My commission expires:

July 4, 2013



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