



201306140177

Skagit County Auditor

\$78.00

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

ACCOMMODATION RECORDING**CHICAGO TITLE**

620019336

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and P & P Fidalgo Investments LLC, Pardeep S. Brar, hereinafter referred to as "OWNER".

Whereas, OWNER, P & P Fidalgo Investments LLC, Pardeep S. Brar, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2620 Commercial Avenue, Anacortes, WA.

Encroachment Agreement – Parcel # 57342 LOTS 5, 6 AND 7, BLOCK 6, HENSLER'S 1ST TO ANACORTES, RECORDED IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF3201203150043

Tax Parcel Number(s): P57342 3794-006-007-0004

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

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

Encroachment Description: Proposed curb, gutter, sidewalk and parking stalls to be installed in the City right of way along with landscaping areas and associated irrigation appurtenances.

Encroachment Legal Description:

THAT PORTION OF COMMERCIAL AVENUE, 27TH STREET AND THE ALLEY WAY ADJACENT TO LOTS 5, 6 AND 7 OF BLOCK 6 OF THE PLAT OF HENSLERS FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT COUNTY WASHINGTON, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT

COUNTY WASHINGTON, AND SHOWN ON RECORD OF SURVEY RECORDED UNDER AUDITOR FILE NUMBER 201203150043 IN SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. , BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5 OF SAID PLAT, THENCE SOUTH 88°07'27" EAST 119.82 TO THE NORTHEAST CORNER OF SAID LOT 5 AS SHOWN ON SAID RECORD OF SURVEY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'27" EAST 5.00 FEET; THENCE SOUTH 01°51'23" WEST PARALLEL WITH THE EAST LINE OF LOTS 5, 6 AND 7 FOR A DISTANCE OF 116.91 FEET; THENCE NORTH 88°07'17" WEST PARALLEL WITH THE SOUTH LINE OF LOT 7 FOR A DISTANCE OF 131.84 FEET; THENCE NORTH 01°52'02" EAST PARALLEL WITH THE WEST LINE OF SAID LOT 7 FOR A DISTANCE OF 31.00 FEET; THENCE SOUTH 88°07'17" EAST TO THE WEST LINE OF SAID LOT 7 AND THE EAST RIGHT OF WAY OF THE ALLEY AS SHOWN ON SAID PLAT FOR A DISTANCE OF 7.00; THENCE SOUTH 01°52'02" WEST ALONG SAID RIGHT OF WAY TO THE SOUTHWEST CORNER OF SAID LOT 7 FOR A DISTANCE OF 7.00 FEET; THENCE SOUTH 88°07'17" EAST ALONG THE NORTH RIGHT OF WAY OF 27TH STREET AND THE SOUTH LINE OF LOT 7 TO THE SOUTHEAST CORNER OF SAID LOT 7 FOR A DISTANCE OF 119.84; THENCE NORTH 01°51'23" EAST ALONG THE WEST RIGHT OF WAY OF COMMERCIAL AVENUE AND THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID PLAT TO THE NORTHEAST CORNER OF SAID LOT 5 A DISTANCE OF 92.91 FEET AND THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

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.



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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 08 day of June, 2013

OWNER: By: _____

P & P Fidalgo Investments LLC
Pardeep S. Brar

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



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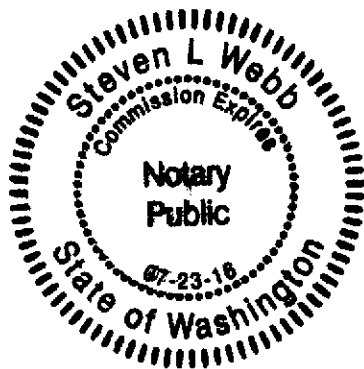
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, P & P Fidalgo Investments LLC, Pardeep S. Brar, 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 8th day of June, 2013.



(Signature)

Notary Public in and for the State of Washington

Steven L Webb

Print Name)

Residing in Anacortes, Washington.

My commission expires: 07/23/16



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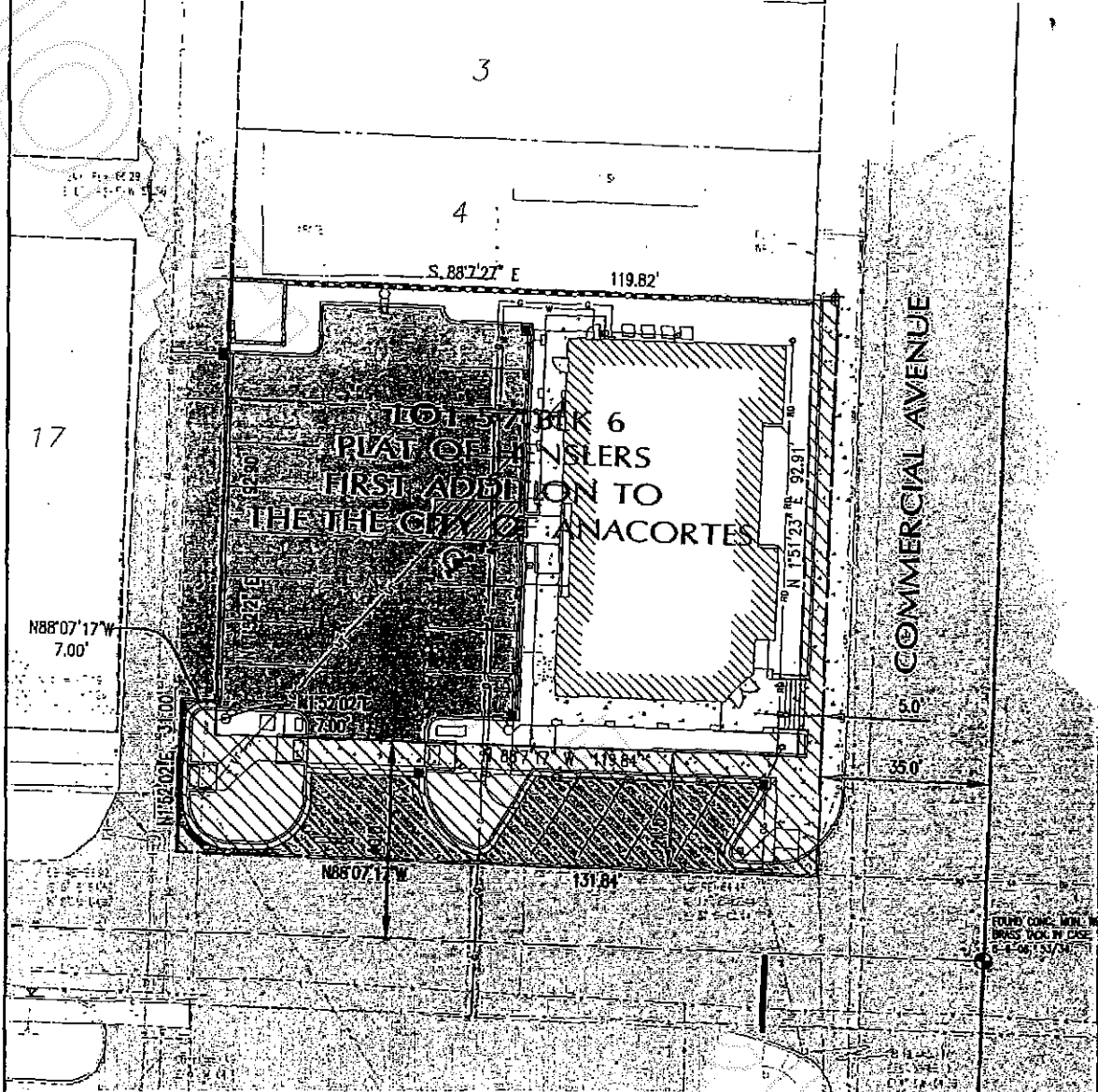
\$76.00

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IN A PORTION OF THE SW 1/4 OF SECTION 19, TOWNSHIP 35 N, RANGE 2 E, W.M.



Sound Development Group

ENGINEERING, SURVEYING & LAND
DEVELOPMENT SERVICES
P.O. Box 1705-1111, Cleveland Avenue, Suite 202
Mount Vernon, WA 98273
Tel: 360-404-2010 Fax: 360-404-2013

SHEET DESCRIPTION

**ENCROACHMENT
EXHIBIT**

PROJECT

**27TH STREET SITE PLAN
FOR
P AND P FIDALGO INVESTMENTS**

SCALE 1" = 30'

DRAWN BY: PLAU
JOB NUMBER: 12008

DATE:

DRAWING NAME
12008PLN.dwg
SHEET
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