



201309040063

Skagit County Auditor
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\$74.00
1 of 3 3:19PM

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

CHICAGO TITLE
020019953

Agreement

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Kenneth D. Murphy and Nancy L. Murphy, hereinafter referred to as "OWNER".

Whereas, OWNER, Kenneth D. Murphy and Nancy L. Murphy, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1915 10th Street, Anacortes, WA.

Encroachment Agreement – Parcel # 56072 LOTS 8, 9 AND 10, BLOCK 168, MAP OF THE CITY OF ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGES 4 TO 7, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#201305230129

Tax Parcel Number: P56072 3772-168-010-0003

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: To remove overgrown brush/weeds. Landscape area with rock and small plants. Area asked for on north side of property 118' x 22', on west side of property 100' x 28'.

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 23 day of August, 2013

OWNER: By: _____

Kenneth D. Murphy
Kenneth D. Murphy

OWNER: By: _____

Nancy L. Murphy
Nancy L. Murphy

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, Kenneth D. Murphy and Nancy L. Murphy, 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 23rd day of August, 2013.



Gerri A. Lane
(Signature)

Notary Public in and for the State of WA

Gerri A. Lane

Print Name)

Residing in Arcata, Washington.

My commission expires: 6-8-16



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