



201401100068

Skagit County Auditor

\$74.00

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

CHICAGO TITLE
620020697

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

Whereas, OWNER, Steven L. Daniels, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1705 Sterling Drive, Anacortes, WA.

ACCOMMODATION RECORDING

Encroachment Agreement – Parcel # 59145 SKYLINE NO 3 LOT 40

Tax Parcel Number: P#59145 3819-000-040-0007

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

Encroachment Description: Install an evergreen and deciduous hedge starting 20' East into city right of way off the South East corner of property. Hedge would then head 130' north along Anaco Beach Road maintaining the 20' encroachment until terminating 15' South of Sterling Dr.

Now, therefore, parties hereby agree as follows:

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

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 2 day of Jan, ²⁰¹⁴2013

OWNER: By

Steven L. Daniels

APPROVED By:

Laurie Gere, Mayor



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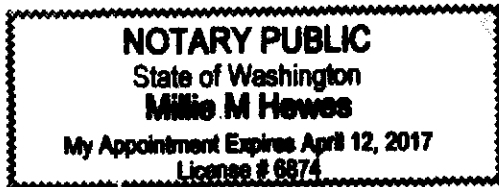
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Steven L. Daniels, 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 2nd day of January, ²⁰¹⁴~~2013~~.



Millie M. Hewes

(Signature)

Notary Public in and for the State of Washington

Millie M. Hewes

Print Name)

Residing in Kirkland, Washington.

My commission expires: April 12, 2017



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