



201406260055

Skagit County Auditor

\$73.00

6/26/2014 Page

1 of

2 2:10PM

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

CHICAGO TITLE 620021804-M

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Aaron D. Bryant and Ami N. Bryant hereinafter referred to as "OWNER".

ACCOMMODATION RECORDING

Whereas, OWNERS, Aaron D. Bryant and Ami N. Bryant owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 56138 in Anacortes, WA.

Encroachment Agreement – P#56138 (0.1600 ac) LOT 10, EXCEPT THE WESTERLY 22.5 FEET THEREOF, AND ALL OF LOTS 11 AND 12, BLOCK 178, CITY OF ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

Encroachment Description: Proposed encroachment is for 60 x 230 use of 29th street right a way east of D Avenue for a gravel driveway to access his property.

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 6 day of June, 2014

OWNER: By: _____

Aaron D. Bryant

OWNER: By: _____

Ami N. Bryant

APPROVED By: _____

Laurie M. Gere, Mayor

STATE OF WASHINGTON)

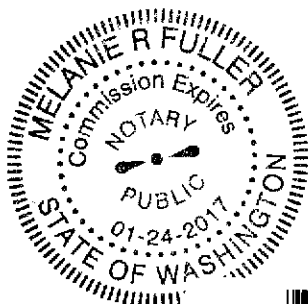
) SS

COUNTY OF SKAGIT)

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

On this day personally appeared before me, Aaron D. Bryant and Ami N. Bryant known to be the individual(s) 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 6th day of June, 2014.



(Signature) _____

Notary Public in and for the State of Washington

Print Name) Melanie R Fuller

Residing in Quincy, Washington.

My commission expires: 1/24/17



201406260055