



201501270069

Skagit County Auditor

\$74.00

1/27/2015 Page

1 of

3 11:30AM

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

CHICAGO TITLE

620023170-M

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

Whereas, OWNERS, Trevor A. Day owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 59790 in Anacortes, WA.

Encroachment Agreement P#59790 SKYLINE NO 8 LOT 130

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

Encroachment Description: Proposed encroachment is for replacing old railroad tie wall with decorative concrete block, starting from the southwest corner marker going north, encroachment asked for is 5.5' x 115' and wall height should not taller than 2'6". Please see drawing as he is proposing a curved wall with at least 3' between new wall and curb.

ACCOMMODATION RECORDING

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 18 day of Dec, 2014

OWNER: By: _____

Trevor A. Day

APPROVED By: _____

Laurie M. Gere, Mayor

STATE OF WASHINGTON)

Island) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Trevor A. Day 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 18th day of December, 2014.

(Signature)

Notary Public in and for the State of Washington

MA ERLINDA A-SICWO WARREN

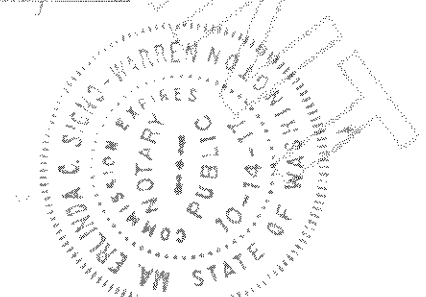
Print Name)

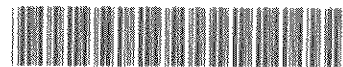
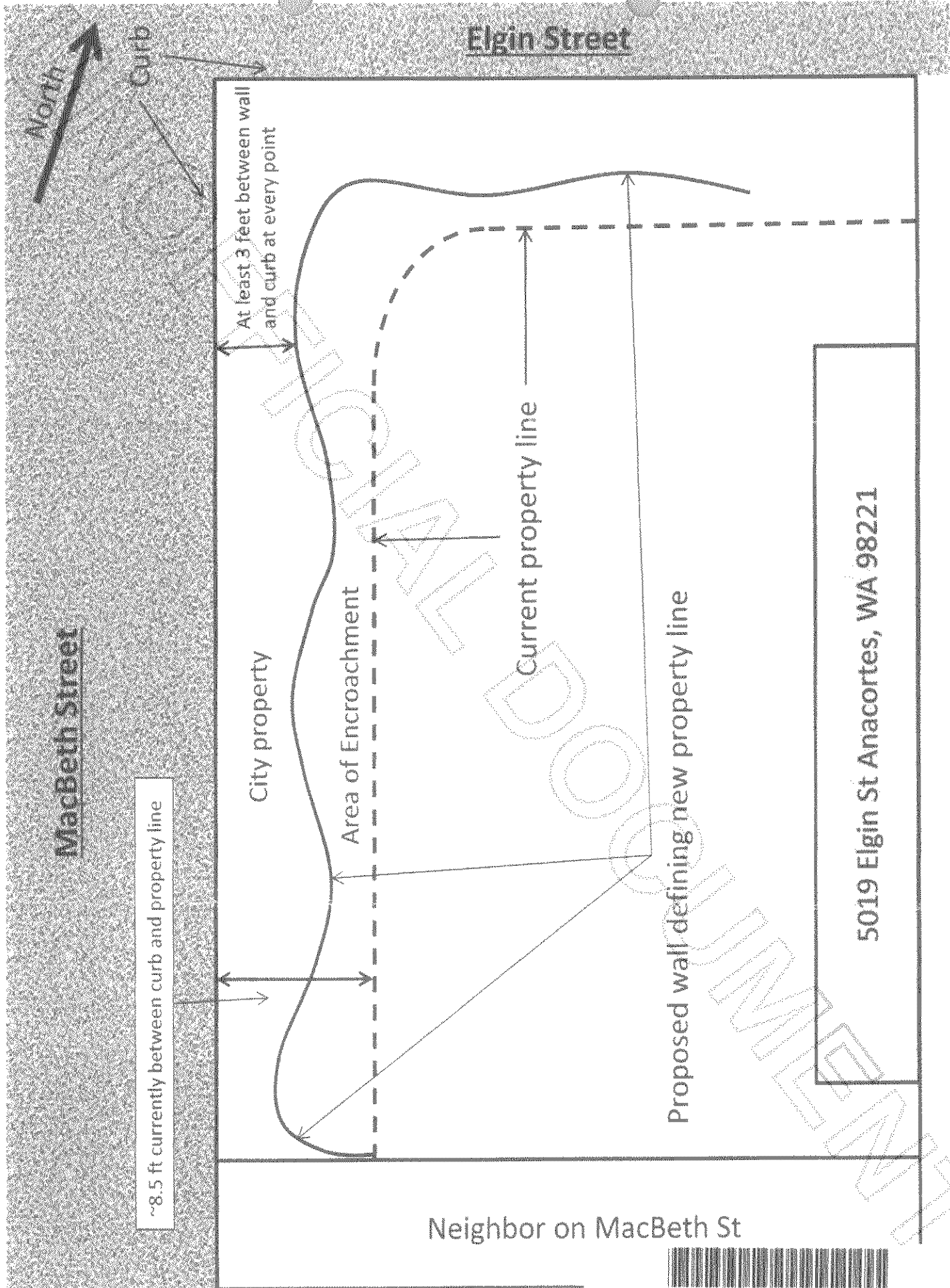
Residing in Oak Harbor, Washington.

My commission expires: Oct-14, 2017



201501270069





201501270069