



201506120013

Skagit County Auditor

\$74.00

6/12/2015 Page

1 of

3 10:36AM

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

CHICAGO TITLE
620024493

ACCOMMODATION RECORDING

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Seventh and Greeley Investments LLC hereinafter referred to as "OWNER".

Whereas, OWNERS, Seventh and Greeley Investments LLC owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 56048 in Anacortes, WA.

Encroachment Agreement Parcel# 56048 THE EAST HALF OF LOT 17 AND ALL OF LOTS 18 THROUGH 20, BLOCK 165, ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGES 4 TO 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

Encroachment Description Proposed encroachment is for 2 wing walls to hold back earth for steps on east side of property as well as some landscape rock on each side that must be at a minimum 2' from sidewalk. Encroachment size is 50' x 4'. See attached map.

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 13th day of May, 2015

OWNER: By: _____

Roy W. Martin
Seventh and Greeley Investments LLC
Roy Martin

APPROVED BY: _____

Laurie M. Gere
Laurie M. Gere, Mayor

STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this day personally appeared before me, Seventh and Greeley Investments LLC, (Roy Martin) 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 13th day of May, 2015.



Cheri L. Kahns
(Signature)

Notary Public in and for the State of Wash

Cheri L. Kahns
Print Name)

Residing in Marble Hill Washington.

My commission expires: 10-19-18

30'

30'

CHAIN W/ DRAIN
ROCK BELOW
CHAINS PROVIDED BY OWNER

EXISTING LAWN AND
LANDSCAPING

SETBACK LINE

CHAIN W/ DRAIN
ROCK BELOW
CHAINS PROVIDED BY OWNER

EXISTING CONCRETE

NEW DSP.

NEW DSP.

GAS METER

CHAIN W/ DRAIN
ROCK BELOW
CHAINS PROVIDED BY OWNER

EXISTING SIDEWALK

existing
house
1623 sf

NEW DSP.

REMOVE
EXISTING DSP.

CHAIN W/ DRAIN
ROCK BELOW
CHAINS PROVIDED BY OWNER

CHAIN W/ DRAIN
ROCK BELOW
CHAINS PROVIDED BY OWNER

REMOVE AND REPLACE
SIDEWALK FOR DRAINAGE

REMOVE AND REPLACE
SIDEWALK FOR DRAINAGE

SETBACK LINE

100'

10'-0"

60'-0"

15'-0"

EXISTING LAWN AND
LANDSCAPING

105'

ENCROACHMENT
50' X 4'

MARTIN
BIG "H" AVE