



201508250016

Skagit County Auditor
8/25/2015 Page

1 of

\$76.00
5 11:32AM

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

CHICAGO TITLE 620025123.M

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

Whereas, OWNERS, Eugene L. Carey and Patricia D. Carey owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 32404 in Anacortes, WA.

Encroachment Agreement- Parcel # 32404 LOTS F AND G OF STONE HEDGE SHORT PLAT ANA-06-001 RECORDED UNDER AF#200704110101, BEING A PORTION OF THE NE 1/4 OF THE NW1/4 OF THE NW1/4 27-35-1. SURVEY AF#201411050055. SURVEY AF#201411070046

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

Encroachment Description: Proposed encroachment is to grandfather in existing retaining wall 110', new retaining wall 120' and will be 1' back from sidewalk and maximum height of wall is 2'6". See attached site plan and photos.

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

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 5th day of August, 2015

OWNER: By: [Signature]
Eugene L. Carey

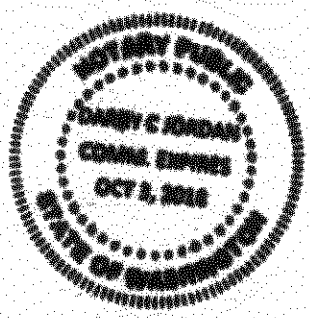
OWNER: By: [Signature]
Patricia D. Carey

APPROVED BY: [Signature]
Laurie M. Gere, Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

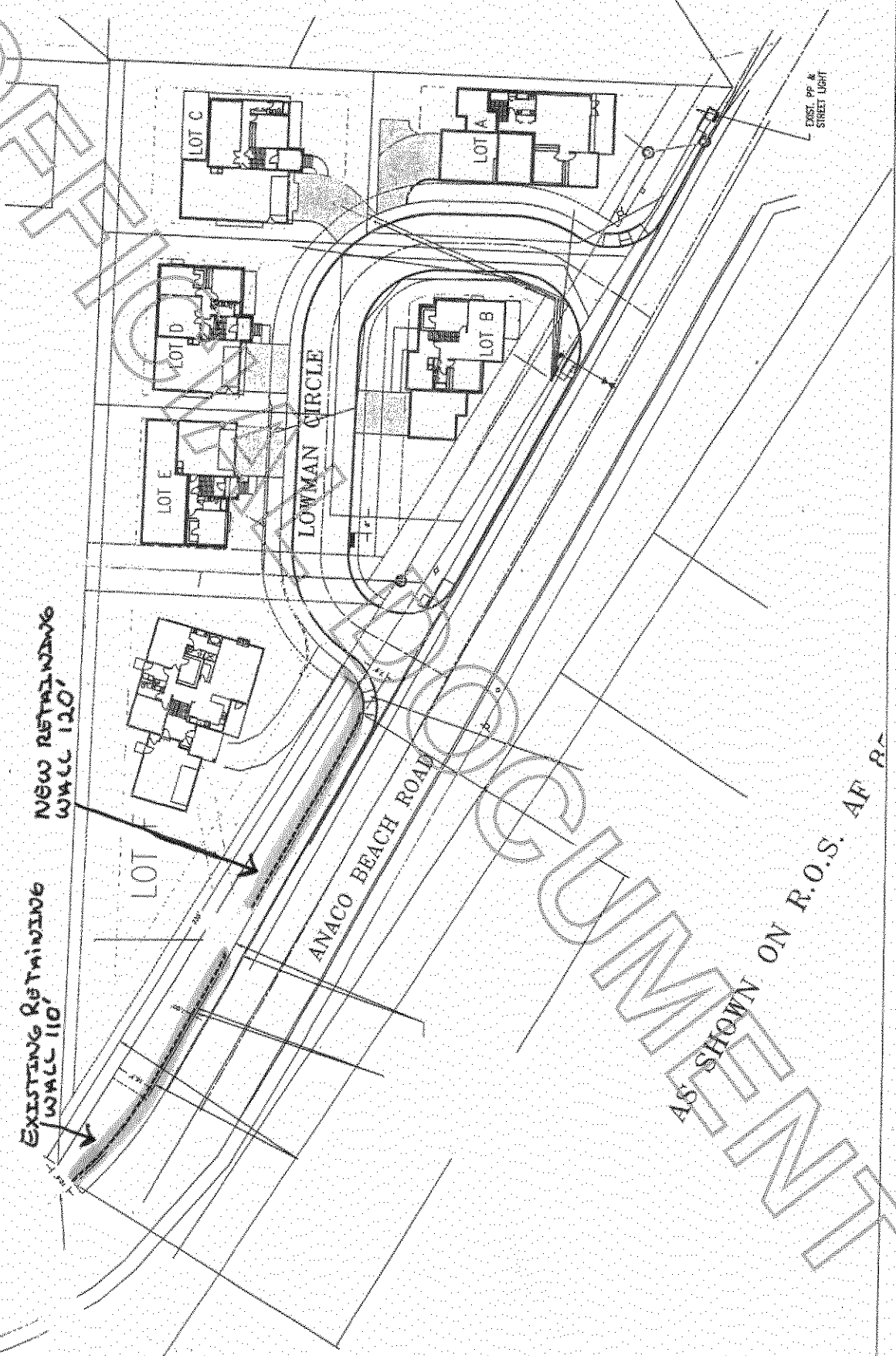
On this day personally appeared before me, Eugene L. Carey and Patricia D. Carey known to be the individual(s) described in and who executed the foregoing agreement and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of August, 2015.



[Signature]
(Signature)
Notary Public in and for the State of Wa
Darby Jordan
Print Name)
Residing in Anacortes, Washington.
My commission expires: 10-3-2018

UNOFFICIAL
SUBMITTAL



AS SHOWN ON R.O.S. AT R

