



201512110108

Skagit County Auditor

12/11/2015 Page

1 of

\$75.00

3 3:31PM

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

CHICAGO TITLE 620025982-M

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and James Hunter Ware III and Beth Lynn Ware hereinafter referred to as "OWNER".

Whereas, OWNERS, James Hunter Ware III and Beth Lynn Ware owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 111776 in Anacortes, WA.

Encroachment Agreement - Parcel # 111776 (0.3000 ac) MARINE HEIGHTS, LOT 38, ACRES 0.30

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

Encroachment Description Landscaping inside of driveway turnaround, 22' x 2.5' rock wall on west side of property.

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 6 day of Nov, 2015

OWNER: By: _____

James Hunter Ware III

OWNER: By: _____

Beth Lynn Ware

APPROVED By: _____

Laurie M. Gere, Mayor

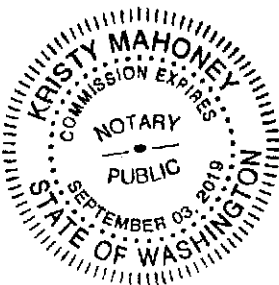
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) ss

On this day personally appeared before me, James Hunter Ware III and Beth Lynn Ware 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 6 day of Nov, 2015.



Kristy Mahoney
(Signature)

Notary Public in and for the State of WASHINGTON

Kristy Mahoney
Print Name)

Residing in Anacortes, Washington.

My commission expires: 9-3-19

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 November 2015

OWNER: By: _____
James Hunter Ware III

OWNER: By: Beth Lynn Ware
Beth Lynn Ware

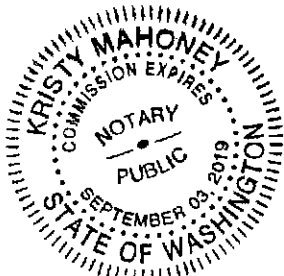
APPROVED By: Laurie M. Gere
Laurie M. Gere, Mayor

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss
)

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Given under my hand and official seal this 18 day of November, 2015.



Kristy Mahoney
(Signature)

Notary Public in and for the State of Washington

Kristy Mahoney
Print Name)

Residing in Anacortes, Washington.

My commission expires: Sept. 03 2019