



200507080160

Skagit County Auditor

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### ACCOMMODATION RECORDING

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

Chicago Title Company has placed  
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*19B 2668*

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and Roger C. Cline and Jean Ann Cline, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Roger C. Cline and Jean Ann Cline, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2301 21<sup>st</sup> Street.

Lots 1 – 7, Block 228, map of the City of Anacortes. Parcel ID# 3772-228-020-0003-R56320

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

To encroach 45 feet by 25 feet into the city right of way to place rocks for landscaping.

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and standard conditions:

**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 clearview obstructions at intersections or private property access.

**Special Conditions**

None

DATED this 30<sup>th</sup> day of June, 2005

OWNER: By: Roger C. Cline  
 Roger C. Cline

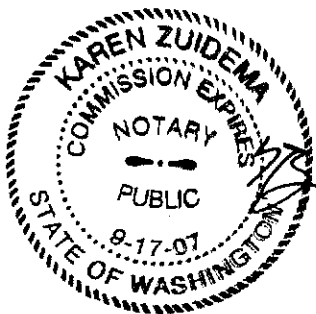
OWNER: By: Jean Ann Cline  
 Jean Ann Cline

APPROVED By: H. Dean Maxwell  
 H. Dean Maxwell, Mayor

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

On this day personally appeared before me, Roger C. Cline, to me known to be the individual 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 30<sup>th</sup> day of June, 2005.



Karen Zuidema  
 (Signature)  
 Notary Public in and for the State of WA  
Karen Zuidema  
 Print Name)  
 Residing in Anacortes, Washington.  
 My commission expires: 9/17/07



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