



200507130125

Skagit County Auditor

7/13/2005 Page 1 of 3 3:50PM

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

CHICAGO TITLE CO.

19B 2670 ✓

Chicago Title Company has placed  
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customer courtesy and accepts no  
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ACCOMMODATION RECORDING

**ENCROACHMENT AGREEMENT**

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and Frederick Abelman and Roberta Lauducci, hereinafter referred to as "OWNERS"

Whereas, OWNERS, Frederick Abelman and Roberta Lauducci, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1211 B Avenue.

Lots 11 & 12, Block 237, City of Anacortes. Parcel Number P56360.

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

To encroach 8 feet by 60 feet into the city right of way to install a fence.

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

1. The fence shall be built in compliance with our building codes.
2. No other structures than a fence would be constructed per June 6, 2005 City Council minutes.

DATED this 8 day of JULY, 2005

OWNER: By: Frederick Abelman  
Frederick Abelman

OWNER: By: Roberta Lauducci  
Roberta Lauducci

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



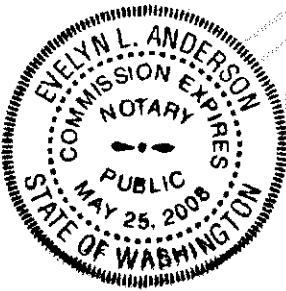
200507130125  
Skagit County Auditor

STATE OF WASHINGTON)

COUNTY OF SKAGIT )  
SS

On this day personally appeared before me, Frederick Abelman, 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 8<sup>th</sup> day of July, 2005.



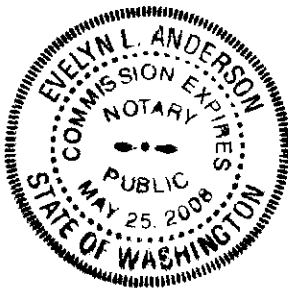
Evelyn L. Anderson  
(Signature)  
Notary Public in and for the State of Washington  
Print Name) Evelyn L. Anderson  
Residing in Mt Vernon, Washington.  
My commission expires: 5-25-2008

STATE OF WASHINGTON)

COUNTY OF SKAGIT )  
SS

On this day personally appeared before me, Roberta Lauducci, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 8<sup>th</sup> day of July, 2005.



Evelyn L. Anderson  
(Signature)  
Notary Public in and for the State of Washington  
Print Name) Evelyn L. Anderson  
Residing in Mt Vernon, Washington.  
My commission expires: 5-25-2008



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