



200509220106

Skagit County Auditor

9/22/2005 Page 1 of 3 11:11AM

**CHICAGO TITLE IQB2718 ✓
ACCOMODATION RECORDING**

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

When recorded return to:

City of Anacortes

P.O. Box 547

Anacortes, WA 98221

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and Bryan C. & Laura K. Hennessy, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Bryan C. & Laura K. Hennessy, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2713 Morton Avenue.

Lot 9 and 10, Block 10 "First Plat Of Ship Harbor" as per plat recorded in Volume 1 of plats, page 13 records of Skagit County, WA. Together with those portions of lot 11, block 10 of said plat. Parcel Number P58974

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

To encroach 20 feet by 103 feet on the west side and 25 feet by 126 feet on the south side of the applicant's property to landscape and clean up an un-maintained section of city right of way.

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 9th day of September, 2005

OWNER: By: _____

Bryan C. Hennessy
Bryan C. Hennessy

OWNER: By: _____

Laura K. Hennessy
Laura K. Hennessy

APPROVED By: _____

H. Dean Maxwell

H. Dean Maxwell, Mayor



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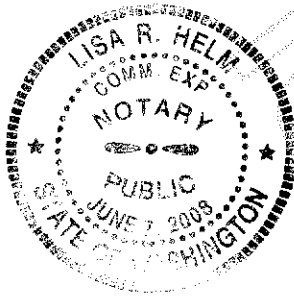
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Bryan C. Hennessy, 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 9 day of September, 2005.



[Signature]
(Signature)

Notary Public in and for the State of WA

Lisa R. Helm
Print Name)

Residing in Anacortes, Washington.

My commission expires: June 7, 2008

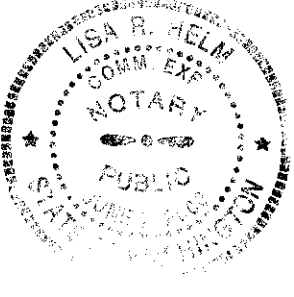
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Laura K. Hennessy, 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 9 day of September, 2005.



[Signature]
(Signature)

Notary Public in and for the State of WA

Lisa R. Helm
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