



201109140050

Skagit County Auditor

9/14/2011 Page 1 of 3 10:27AM

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

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

420013939

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Peter Alex and Catherine C. Alex, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Peter Alex and Catherine C. Alex, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 4511 Queen Anne Way, Anacortes, WA.

Encroachment Agreement – Lot 23 "SKYLINE NO. 4" as per plat recorded in Volume 9 of plats pages 61 and 62, records of Skagit County, Washington.

P59238

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

To encroach into the city right of way 12.5 feet by 42 feet off of their north property line to pour a concrete parking slab for additional off street parking. This will require a curb cut and a poured approach.

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.

Special Conditions

A building permit must be obtained prior to construction.

DATED this 1 day of September 2011

OWNER: By: _____

Peter Alex
Peter Alex

OWNER: By: _____

Catherine C. Alex
Catherine C. Alex

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



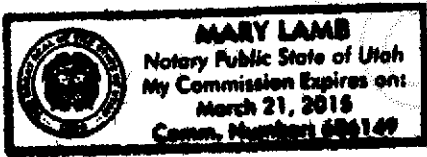
201109140050

Skagit County Auditor

Utah
STATE OF WASHINGTON)
Davis) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Peter Alex, 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 25 day of August, 2011.

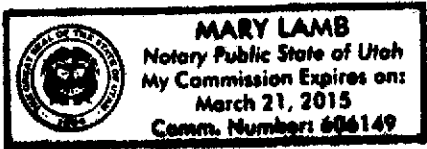


Mary Lamb
(Signature)
Notary Public in and for the State of Utah
Mary Lamb
Print Name)
Residing in Layton, Utah, Washington.
My commission expires: 3-21-15

Utah
STATE OF WASHINGTON)
Davis) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Catherine C. Alex, 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 25 day of August, 2011.



Mary Lamb
(Signature)
Notary Public in and for the State of Utah
Mary Lamb
Print Name)
Residing in Layton, Utah, Washington.
My commission expires: 3-21-15



201109140050
Skagit County Auditor