



201206280043

Skagit County Auditor

6/28/2012 Page

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3 10:55AM

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

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This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Raymond D and Pamela L Rempt, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Raymond D and Pamela L Rempt, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3720 West 7<sup>th</sup> Street, Anacortes, WA.

Encroachment Agreement - Parcel 58246 Lots 21 and 22, Block 1113, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, record of Skagit County, Washington.

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

To encroach 15 feet by 75 feet of off their west property line into the city right of way along Minnesota Avenue to construct a fence to keep deer out of their garden.

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

None

DATED this 27<sup>th</sup> day of June, 2012

OWNER: By: \_\_\_\_\_

  
Raymond D. Rempt

OWNER: By: \_\_\_\_\_

  
Pamela L. Rempt

APPROVED By: \_\_\_\_\_

H. Dean Maxwell, Mayor

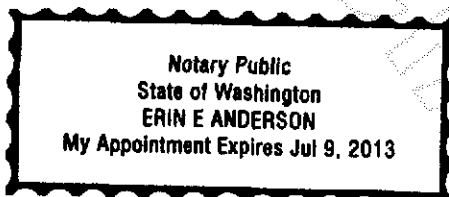


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STATE OF WASHINGTON)  
 ) ss  
COUNTY OF SKAGIT )

On this day personally appeared before me, Raymond D Rempt, 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 27th day of June, 2012.

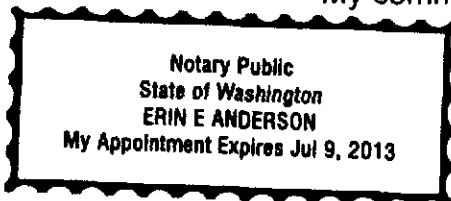


[Signature]  
(Signature)  
Notary Public in and for the State of WA  
Erin Anderson  
Print Name)  
Residing in Anacortes, Washington.  
My commission expires: July 9, 2013


STATE OF WASHINGTON)  
 ) ss  
COUNTY OF SKAGIT )

On this day personally appeared before me, Pamela L Rempt, 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 27th day of June, 2012.



[Signature]  
(Signature)  
Notary Public in and for the State of WA  
Erin Anderson  
Print Name)  
Residing in Anacortes, Washington.  
My commission expires: July 9, 2013

  
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