



201305090121

Skagit County Auditor

\$74.00

5/9/2013 Page

1 of

3 3:21PM

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

CHICAGO TITLE
620018982-M

"Agreement"

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and NS Commercial LLC, hereinafter referred to as "OWNER".

Whereas, OWNER, NS Commercial LLC, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2018 R Ave., Anacortes, WA.

Encroachment Agreement – Parcel # 58062, (0.2701 ac) NELSON'S TO ANA PTN LTS 14 TO 18 BLK 1 AF#758799 & PTN 1/2 VAC ALLEY ADJ TO

Tax Parcel Number(s): P58062 3807-001-018-0106

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

Encroachment Description for 491 sq. ft. Rain Garden, survey attached:

BEGINNING in the southeast corner of Lot 14, Block 1, "NELSONS ADDITION TO ANACORTES, WASH.," as per plat recorded in Volume 2 of Plats, page 102, records of Skagit County, Washington;

- Thence N 22°03'50" W, 4.89 feet;
- Thence S 67°56'10" W, 21.02 feet;
- Thence S 11°53'43" E, 12.85 feet;
- Thence S 42°17'24" W, 18.04 feet;
- Thence N 88°33'35" W, 17.55 feet;
- Thence N 1°48'58" E, 13.33 feet;

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

Thence S 88°11'2" E, 8.97 feet to the Point of Beginning.

Situate in the County of Skagit, State of Washington.

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.

DATED this 6th day of May, 2013

OWNER: By: _____

NS Commercial LLC
Nels Strandberg

APPROVED By: _____

H. Dean Maxwell, Mayor



201305090121

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss)

On this day personally appeared before me, Nels Strandberg, 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 6th day of May, 2013.



Erin D L Welliver
(Signature)

Notary Public in and for the State of WA

Erin D L Welliver
Print Name)

Residing in Anacortes, Washington.

My commission expires: 4/1/2014



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5/9/2013 Page

3 of

3 3:21PM