



201307100089

Skagit County Auditor

\$76.00

7/10/2013 Page

1 of

5 3:27PM

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

CHICAGO TITLE
6200/9531-M

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Puget Sound Kidney Center, hereinafter referred to as "OWNER".

Whereas, OWNER, Puget Sound Kidney, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 809 31st Street Anacortes, WA.

Encroachment Agreement – Parcel # 60578, P# 60579, P# 60580, P# 60581
Lots 1-10, BLOCK 3, WHITE'S 1ST TO ANACORTES, RECORDED IN VOLUME 2 OF
PLATS PAGE 41, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY
AF#201201300135

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

ACCOMMODATION RECORDING

Tax Parcel Number(s): Parcel # 60578, Parcel# 60579, Parcel# 60580, Parcel# 60581

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

Encroachment Description: Proposed encroachment occurs because of the need for irrigation due to the frontage improvements along 31st. St. required by the city of Anacortes. The encroachment is 24ft. Into the right-of-way along the entire north property line adjacent to 31st. and 27 ft. into the right-of-way along the entire east property line adjacent to R Ave.

Encroachment Legal Description:

THAT PORTION OF "R" AVENUE, AND 31ST STREET ADJACENT TO LOTS 1 THROUGH 10, BLOCK 3, "PLAT OF WHITE'S FIRST ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 41, RECORDS OF SKAGIT COUNTY, WASHINGTON, IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 OF SAID PLAT, THENCE NORTH 1°52'59" EAST ALONG THE WEST LINE OF SAID LOT 10 TO THE NORTHWEST CORNER OF SAID LOT 10 FOR A DISTANCE OF 99.75 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°52'59" EAST FOR A DISTANCE OF 22.00 FEET; THENCE SOUTH 88°07'04" EAST PARALLEL WITH THE NORTH LINE OF LOTS 1 THROUGH 10 FOR A DISTANCE OF 277.17 FEET; THENCE SOUTH 1°52'31" WEST PARALLEL WITH THE EAST LINE OF LOT 1 OF SAID PLAT FOR A DISTANCE OF 120.74 FEET; THENCE NORTH 88°07'11" WEST TO THE SOUTHEAST CORNER OF SAID LOT 1 FOR A DISTANCE OF 27.10 FEET; THENCE NORTH 1°52'31" EAST ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1 FOR A DISTANCE OF 99.74 FEET; THENCE NORTH 88°07'04" WEST ALONG THE NORTH LINE OF LOTS 1 THROUGH 10 TO THE NORTHWEST CORNER OF SAID LOT 10 A DISTANCE OF 250.03 FEET AND THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, 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 21 day of May, 2013

OWNER: By: _____


Puget Sound Kidney Center
Harold Kelly

APPROVED By: _____


H. Dean Maxwell, Mayor



201307100089

STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

Endomish

On this day personally appeared before me, Puget Sound Kidney Center, Harold Kelly, 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.

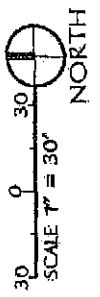
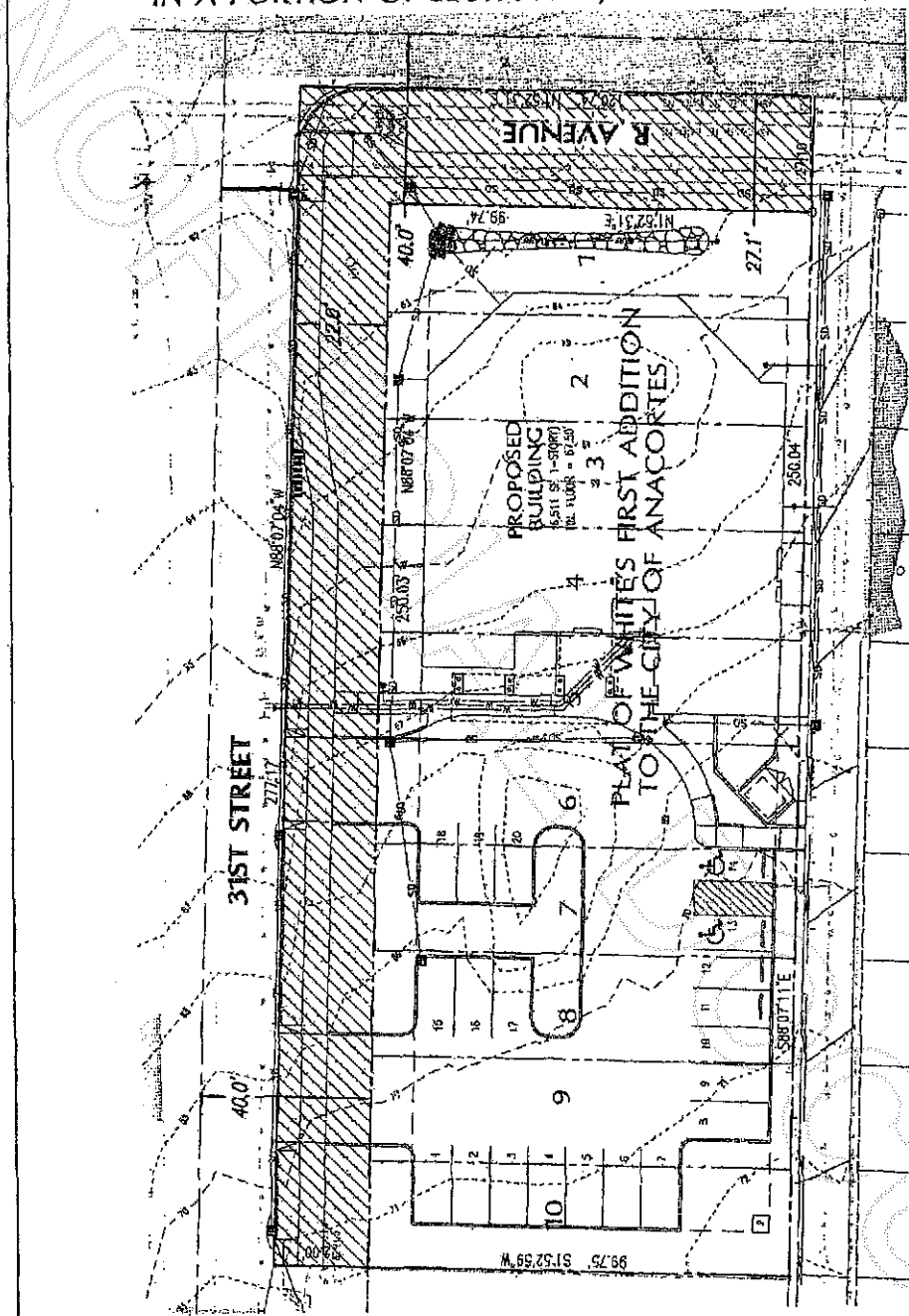
Given under my hand and official seal this 21st day of May, 2013.



Tracey I. Tiefisher
(Signature)
Notary Public in and for the State of WA
Tracey I. Tiefisher
Print Name)
Residing in Starwood, Washington.
My commission expires: 07/09/13



IN A PORTION OF SECTION 30, TOWNSHIP 35 N, RANGE 2 E, W.M.



 DENOTES ENCROACHMENT AREAS

Sound Development Group
 ENGINEERING SURVEYING & LAND DEVELOPMENT SERVICES
 P.O. Box 1708, 414 E. Alaskan Way, Suite 202
 Mosier, Oregon 97048
 Tel.: 360-274-2120 Fax: 360-274-2013

SHEET DESCRIPTION
ENCROACHMENT EXHIBIT

PROJECT
31st STREET AND "R" AVENUE FOR PUGET SOUND KIDNEY CENTERS

SCALE 1" = 30"
 DRAWN BY: PLAU
 JOB NUMBER: 12008
 DATE:
 DRAWING NAME: 12008PLN.dwg
 SHEET: 1 OF 1

