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Skagit County Auditor

\$74.00

4/30/2014 Page

1 of

3 3:29PM

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

CHICAGO TITLE  
620021415

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

Whereas, OWNER, Majestic Inn LLC, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 419 Commercial Avenue, Anacortes, WA.

ACCOMMODATION RECORDING

Encroachment Agreement

Parcel # P55015 - (0.2231 ac) ANACORTES LTS 11 TO 13 BLK 24 TGW S1/2 OF VAC ALLEY ADJ. SURVEY AF#201112050093

Parcel # P55016 - (0.1377 ac) ANACORTES LTS 14 & 15 BLK 24. SURVEY AF#201112050093

Parcel # P55014 - (0.1198 ac) ANACORTES S 50FT LTS 8 TO 10 BLK 24 TGW N1/2 OF VAC ALLEY ADJ. SURVEY AF#201112050093

Parcel # P127913 - (0.0700 ac) ANACORTES, BLOCK 24, LOT 7, SURVEY RECORDED UNDER AF#200808210040. SURVEY AF#201112050093

Tax Parcel Number:	P#55015	3772-024-013-0005
	P#55016	3772-024-015-0003
	P#55014	3772-024-010-0107
	P#127913	3772-024-007-0000

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

**Encroachment Description:** The westerly 20 feet of the alley in Block 24 Anacortes Original Addition for a service trench for power and data lines for new addition.

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 17<sup>th</sup> day of April, 2014

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

John Lee, Majestic Inn LLC

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

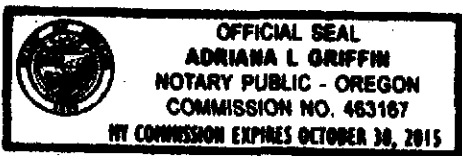
APPROVED BY \_\_\_\_\_

Laurie M. Gere, Mayor

STATE OF WASHINGTON) ) ss  
 COUNTY OF SKAGIT )

On this day personally appeared before me, John Lee, Majestic Inn LLC 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 17 day of April, 2014.



(Signature)

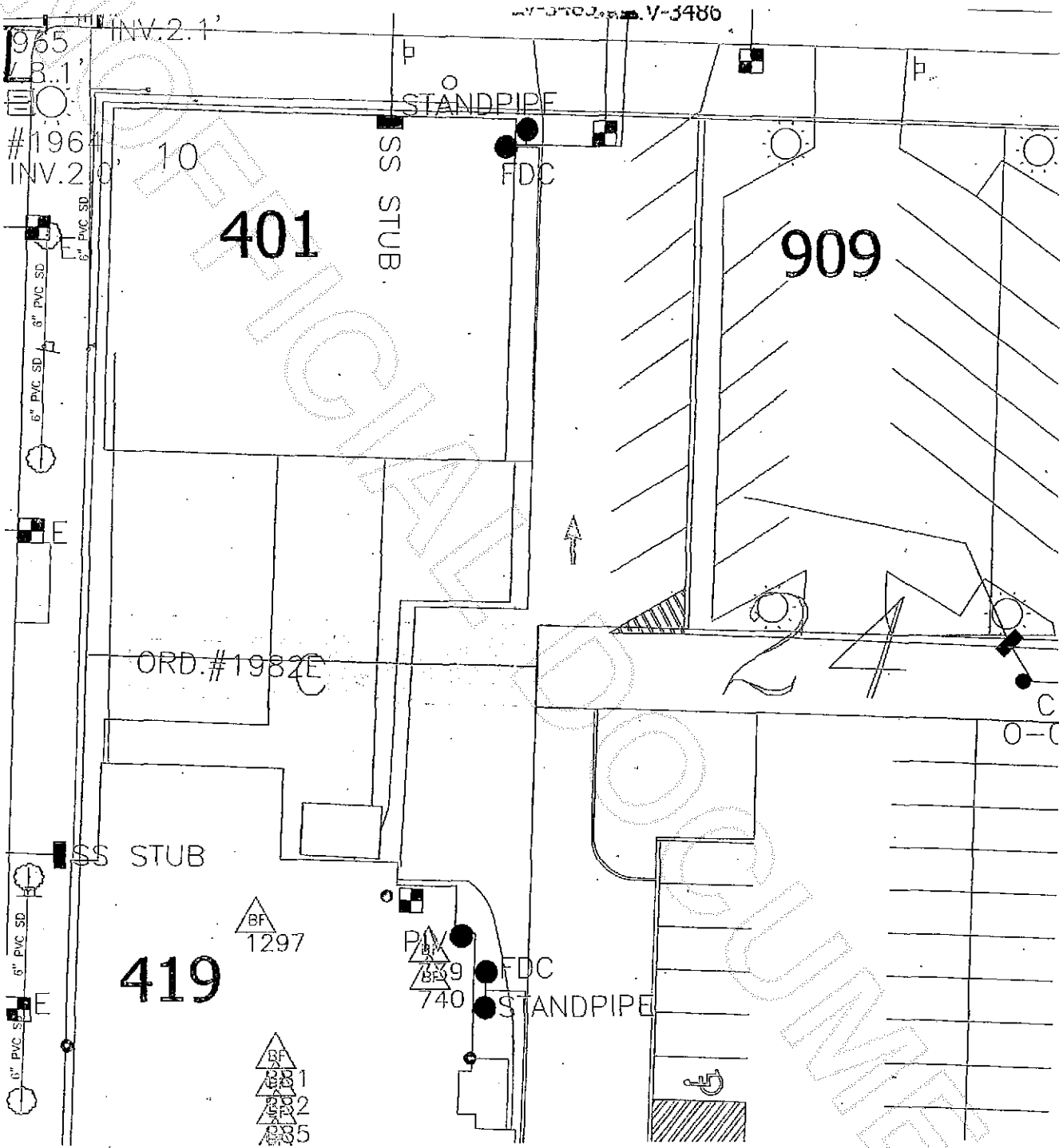
Notary Public in and for the State of Oregon

Adriana Griffin  
 Print Name)

Residing in \_\_\_\_\_, Washington.

My commission expires: October 30, 2015





The westerly 20 Feet of the alley in Block 24  
 Area (site) original location.

