



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

CHICAGO TITLE 020023001-M

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Carlos Aguero and Barbara F. Aguero hereinafter referred to as "OWNER".

Whereas, OWNERS, Carlos Aguero and Barbara F. Aguero owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 56022 in Anacortes, WA.

Encroachment Agreement Parcel # 56022, THE NORTH 50 FEET OF LOTS 17 TO 20, BLOCK 159, CITY OF ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#201102250051

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

Encroachment Description Proposed encroachment is for installing a hog wire fence and landscaping on east side of said property using city right a way roughly 50' x 14' in size, refer to city design in packet to follow exact dimensions of encroachment as well as the City Municipal Code Chapter 17.52 Fences, Walls, and Hedges.

Now, therefore, parties hereby agree as follows:

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

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 5 day of Dec, 2014

OWNER: By: [Signature]
Carlos Agüero

OWNER: By: [Signature]
Barbara F. Agüero

APPROVED BY: [Signature]
Laurie M. Gere, Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Carlos Agüero and Barbara F. Agüero known to be the individual(s) 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 5th day of December, 2014.

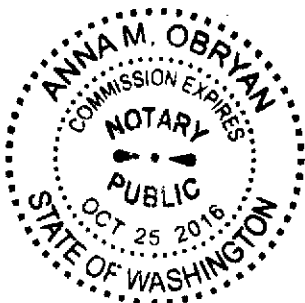
[Signature]
(Signature)

Notary Public in and for the State of WA

Anna M. O'Bryan
Print Name)

Residing in Anacortes, Washington.

My commission expires: Oct 25, 2016



UNOFFICIAL

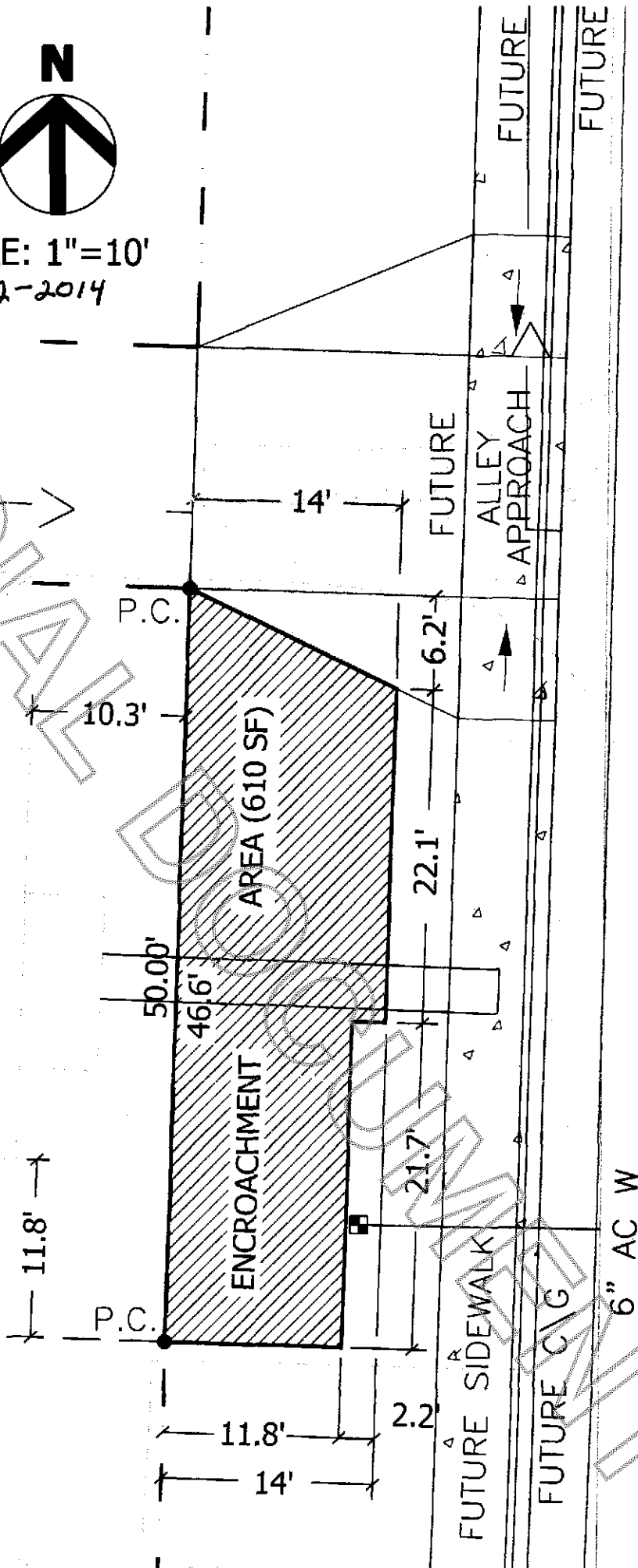


SCALE: 1"=10'
12-2-2014

616

P56022
SURVEY
AF#201102250051

JB



16'
"I" AVE.

6" AC W



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