



201506120011

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

ACCOMMODATION RECORDING

CHICAGO TITLE

620024490-M

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Michael I Todd and Daphne S Todd hereinafter referred to as "OWNER".

Whereas, OWNERS, Michael I Todd and Daphne S Todd owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 58851 in Anacortes, WA.

**Encroachment Agreement** - Parcel # 58851 SEATTLE SYNDICATE TO ANACORTES, LOTS 13, 14, AND 15, BLOCK 11; TOGETHER WITH THE VACATED EAST 10 FEET OF "R" AVENUE WHICH ATTACHED THERETO BY OPERATION OF LAW; AND TOGETHER WITH THE VACATED WEST HALF OF THE ALLEY WHICH ATTACHED THERETO BY OPERATION OF LAW.

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

**Encroachment Description:** Proposed encroachment is to install a fence to square off his fence that is there now. From the SW corner of the encroachment 15' to the north and from the SW corner of the encroachment 14' to the east. See photo for more details.

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 these 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 11 day of MAY, 2015

OWNER: By: [Signature]  
Michael I Todd

OWNER: By: [Signature]  
Daphne S Todd

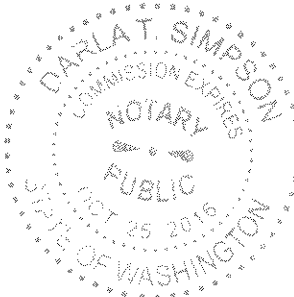
APPROVED By: [Signature]  
Laurie M. Gere, Mayor

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

On this day personally appeared before me, Michael I. Todd and Daphne S Todd 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 11 day of MAY, 2015.

[Signature]  
(Signature)  
Notary Public in and for the State of WA  
Darlat T. Simpson  
Print Name)  
Residing in 1311 9th St Aracosta, Washington



My commission expires: Oct 25 2016

