



201506120012

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

**CHICAGO TITLE**  
**020024492**

**ACCOMMODATION RECORDING**

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

Whereas, OWNERS, Brian F Humphreys owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as Parcel # 58509 in Anacortes, WA.

**Encroachment Agreement** Parcel # 58509 LOTS 8, 9 AND 10, BLOXK 801, N P TO ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

**Encroachment Description:** Proposed encroachment is to go into Illinois Ave. public right a way and use a 40' x 40' for a concrete driveway. See attached site plan.

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 12 day of May, 2015

OWNER: By: *Brian F. Humphreys*  
 Brian F Humphreys

APPROVED BY: *Laurie M. Gere*  
 Laurie M. Gere, Mayor

STATE OF WASHINGTON) ) ss  
 COUNTY OF SKAGIT )

On this day personally appeared before me, Brian F Humphreys 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 12 day of May, 2015.


*Diana Humphreys*  
 (Signature)  
 Notary Public in and for the State of Texas  
Diana Humphreys  
 Print Name)  
 Residing in \_\_\_\_\_, Washington.

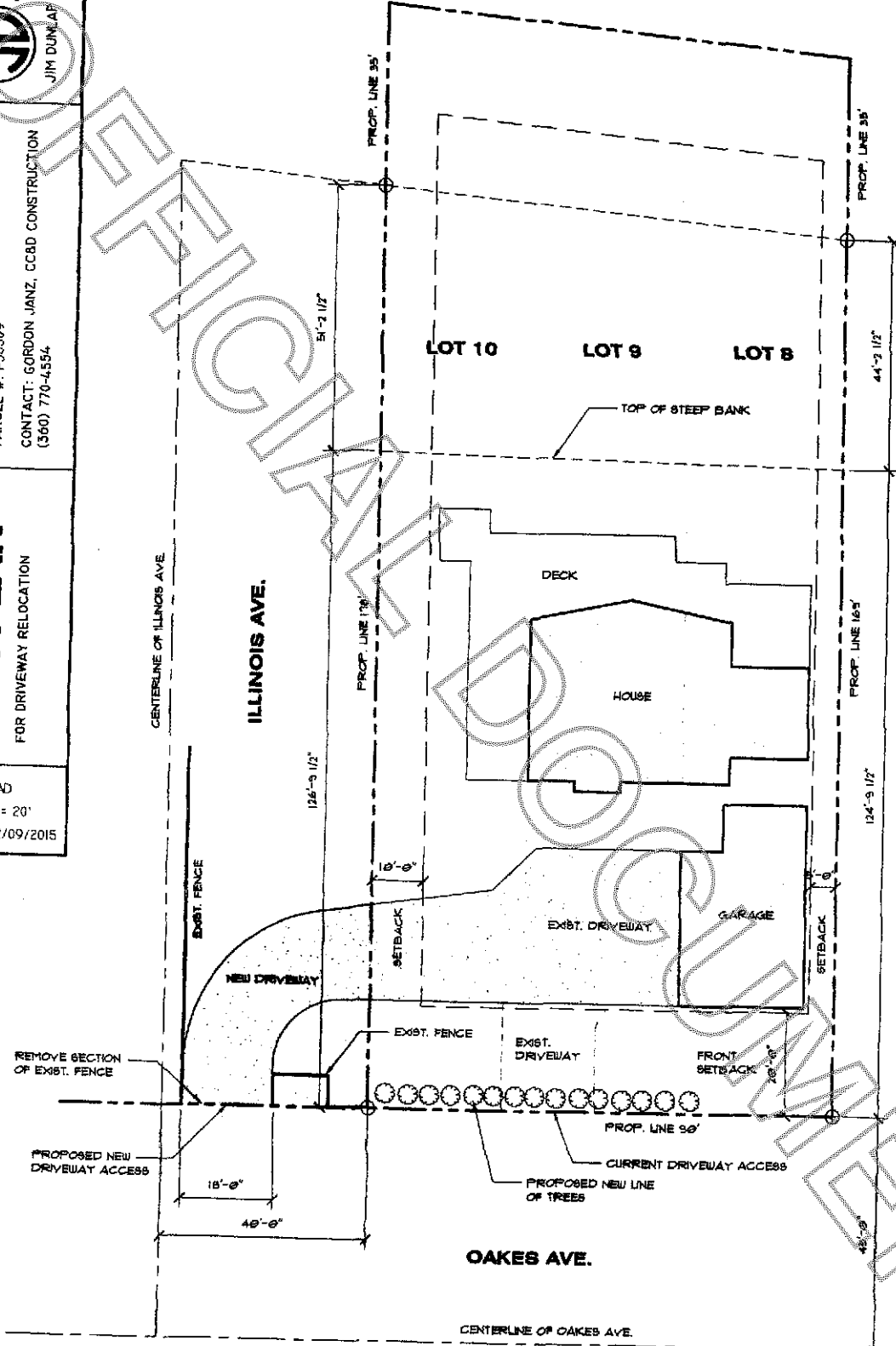


My commission expires: 6-18-18

# 3320 OAKES AVE. DRIVEWAY RELOCATION



<p>PAGE DESCRIPTION: <b>SITE PLAN</b> FOR DRIVEWAY RELOCATION</p>	<p>PROJECT: DRIVEWAY RELOCATION SITE ADDRESS: 3320 OAKES AVE. ANACORTES, WASHINGTON PARCEL #: P98509 CONTACT: GORDON JANZ, CC&amp;D CONSTRUCTION (360) 770-4554</p>	<p>PREPARED BY:  <b>jd design</b> JIM DUNKLEAF (360) 982-0555</p>
<p>DRAWN BY JAD SCALE 1" = 20' DATE 02/09/2015</p>		



## SITE PLAN

SCALE: 1" = 20'-0"

LOT 7  
3312 OAKES AVE.