



200201020081
Skagit County Auditor
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When recorded return to:
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

ISLAND TITLE COMPANY
QA-3774✓

ENCROACHMENT AGREEMENT

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation, hereinafter referred to as "CITY" and LOWELL C. DOYLE and DEBRA Z. DEAN, hereinafter referred to as "OWNER".

Whereas, OWNER, LOWELL C. DOYLE AND DEBRA Z. DEAN is the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1312 8th Street, Anacortes, WA 98221.

*Lot 16, Block 100 15 & 16. Assessor's Parcel # 37721000160000 or P55633
located at 1312 8th Street, WA 98221.*

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

To construct a 4 feet by 6 feet by 7 feet arbor over a walkway entrance. This would encroach 4'x 6' into the city right of way but would remain 18" behind the existing sidewalk.

Whereas, the City is agreeable to allowing said encroachment on certain terms and conditions:

1. The enclosed agreement must be signed and notarized by each property owner(s) and returned to Cherri Kahns, Executive Secretary.
2. The \$100.00 fee for the enclosed Encroachment Agreement shall be paid to the Building Department for processing and recording.
3. 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)

4. 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.
5. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
6. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
7. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
8. The construction and use shall not create clearview obstructions at intersections or private property access.

Dated this 17TH day of December, 2001.

OWNER: By: [Signature]

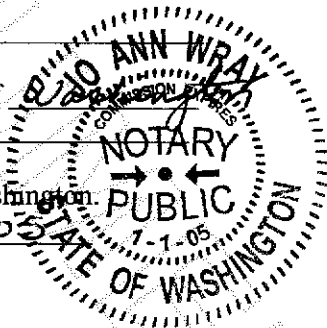
OWNER: By: James H. Boy

APPROVED BY: H. Dean Maxwell
H. Dean Maxwell, Mayor

On this day personally appeared before me Lowell C. Doyle, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of December, 2001.

(Signature)
Notary Public in and for the State of
To ANN WRAY
Print Name)
Residing in Des Moines, Was
My commission expires: 1/1/16



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STATE OF WASHINGTON)

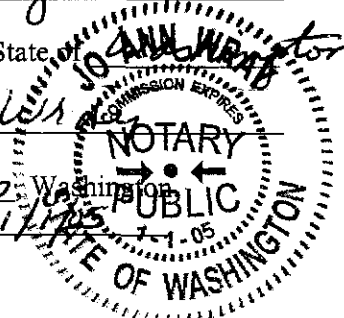
SS

COUNTY OF SKAGIT)

On this day personally appeared before me Debra Z. Dean, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of December, 2001.

John Uray
(Signature)
Notary Public in and for the State of Washington
Jo Ann Uray
(Print Name)
Residing in Des Moines, Washington
My commission expires: 1-1-05



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