



200312160138

Skagit County Auditor

12/16/2003 Page

1 of

3 3:23PM

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

CHICAGO TITLE QB2408 ✓

3772-198-010-0000/P56209

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 Dale L. and Dianna Boehner, hereinafter referred to as "OWNER".

Whereas, OWNER, Dale L. and Dianna Boehner, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2102 9th Street.

Anacortes lot 10 block 198 of the original plat of the City of Anacortes, volume 2 pages 4 – 9 of plats records of Skagit County WA. Together with the adjoining vacated portion of E Ave. describes as follows: The West 10 feet of said "E Ave. lying South of the North line of said Lot 1, extended Northeasterly and North of the South line of said lot 1, extended Easterly.

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

To landscape area between the sidewalk and the street (Parking strip) in front of the owners property with low growing drought tolerant landscape south of residence.

Now, therefore, parties hereby agree as follows:

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

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 \$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) understand and agree that all costs incurred in removing said improvements shall be at the Owner's sole expense.
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.

Special Conditions

Trees and shrubs planted in the area of encroachment will not exceed 5 feet in height.

DATED this 1 day of Dec, 2003

OWNER: By: _____

Dale L. Boehner
Dale L. Boehner

OWNER: By: _____

Dianna Boehner
Dianna Boehner

APPROVED By: _____

H. Dean Maxwell
H. Dean Maxwell, Mayor



200312160138
Skagit County Auditor

12/16/2003 Page 2 of 3 3:23PM

STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Dale L. Boehner, 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 1st day of Dec, 2003.



(Signature)

Notary Public in and for the State of Colorado

Sandra Loeffler

(Print Name)

Residing in Evans, Colorado, Washington.

My commission expires: 6-13-2004

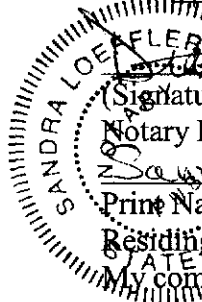
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me Dianna Boehner, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of Dec, 2003.



(Signature)

Notary Public in and for the State of Colorado

Sandra Loeffler

(Print Name)

Residing in Evans, Colorado, Washington.

My commission expires: 6-13-2004



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