



200906150161

Skagit County Auditor

6/15/2009 Page

1 of

3 11:21AM

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

CHICAGO TITLE CO.
1033180

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

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Brett M Snyder & Abigail E Snyder, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Brett M Snyder & Abigail E Snyder, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1804 32nd Street, Anacortes, WA.

Encroachment Agreement – Lot 26, Except the West 7.5 feet thereof, all of Lot 27 and the West ½ of Lot 28, Block 1, "Fidalgo Addition to the City of Anacortes, Skagit Co, Wash", as per plat recorded in Volume 1 of plats, page 28, records of Skagit County, Washington

Tax Parcel Number(s): 3787-001-028-0207

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

To encroach 4.5 feet by 38 feet into the city right of way to construct 28" tall by 16" wide dry rock wall and landscaping off of their south property line.

Now, therefore, parties hereby agree as follows:

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

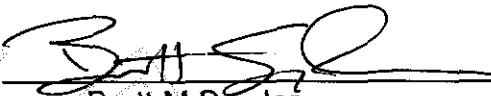
1. The enclosed agreement must be signed and notarized by each property owner(s) and returned to Cherri Kahns, Executive Secretary.

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.

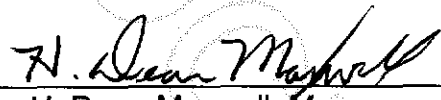
Special Conditions

None

DATED this 4TH day of JUNE, 2009

OWNER: By: 
Brett M Snyder

OWNER: By: 
Abigail E Snyder

APPROVED By: 
H. Dean Maxwell, Mayor

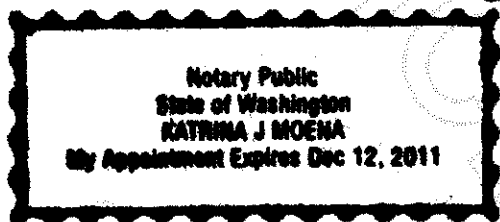


200906150161
Skagit County Auditor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Brett M Snyder, 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 4th day of JUNE, 2009.



Katrina J. Moena
(Signature)

Notary Public in and for the State of Washington | Katrina J. Moena
(Print Name)

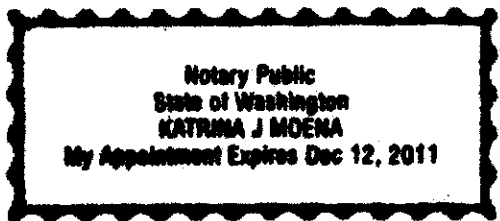
Residing in Anacortes, Washington.

My commission expires: 12/12/2011

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Abigail E Snyder, 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 4th day of JUNE, 2009.



Katrina J. Moena
(Signature)

Notary Public in and for the State of WA
Katrina J. Moena
(Print Name)

Residing in Anacortes, Washington.

My commission expires: 12/12/2011

