



201305090120

Skagit County Auditor

\$74.00

5/9/2013 Page

1 of

3 3:21PM

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

CHICAGO TITLE  
620018981-11

" Agreement "

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

Whereas, OWNER, Dennis and Wendy Dahlstrom, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 5106 Doon Way Anacortes, WA.

**Encroachment Agreement – Parcel # 59704**

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

Tax Parcel Number: P59704 3824-0000-047-0003

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

**Encroachment Description:** To encroach 12' x 89.96' along west side of property along Doon Way and 12' x 50.08' along southwest side of property along Dundee Drive to strip sod and replace with rock and ground cover.

Now, therefore, parties hereby agree as follows:

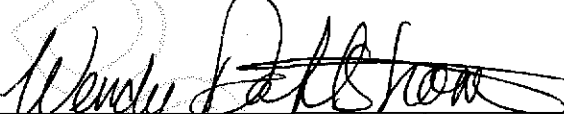
Whereas, the City is agreeable to allowing said encroachment on certain terms and standard conditions:

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 7 day of May, 2013

OWNER: By:   
Dennis Dahlstrom

OWNER: By:   
Wendy Dahlstrom

APPROVED By:   
H. Dean Maxwell, Mayor



May 7, 2013

State of Washington  
Count of Skagit

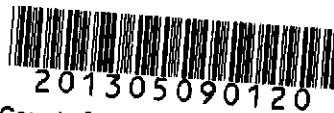
I certify that I know or have satisfactory evidence that Dennis and Wendy Dahlstrom are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 7, 2013



Kay F. Springer  
Notary Public

12-30-2013  
My appointment expires:



Skagit County Auditor

5/9/2013 Page

3 of

3

\$74.00  
3:21PM