



200310230097
Skagit County Auditor

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

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

ACCOMMODATION RECORDING

CHICAGO TITLE QB-2378

P112882

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 Seacrest Real Estate Development LLC, members are John R. Cox and Vince Ventimiglia, hereinafter referred to as "OWNER".

Whereas, OWNER, Seacrest Real Estate Development LLC, members are John R. Cox and Vince Ventimiglia, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2309 20th Place, Anacortes, WA 98221.

Lots 4, 5, 6 and the east 15 feet of lot 7. Block 229 Map of the City of Anacortes, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington. Also, know as Lot 2 of Survey recorded September 14, 1998, in Volume 21 of Surveys, page 20, under Auditor's File No. 9809140006, records of Skagit County, Washington. Together with the North ½ of that vacated alleyway lying within said Block abutting said Lots 4,5,6, and the East 10 feet of said Lot 7, as vacated by City of Anacortes Ordinance 2529, recorded May 23, 2000 under AF# 200005230108 (a record of AF# 200005120092).

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

To construct a driveway that will begin at the current curb cut and follow the street to the elevation of the building site. This will encroach 20 feet by 60 feet into the city right of way.

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and 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 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 clearview obstructions at intersections or private property access.

Special Conditions:

- Rock wall will need to be constructed to city standards.

Dated this _____ day of _____ 2003.

OWNER: By: _____

Seacrest Real Estate Development LLC
Vince Ventimiglia, member

OWNER: By: _____

Seacrest Real Estate Development LLC
John R. Cox, member

APPROVED BY: _____

H. Dean Maxwell, Mayor



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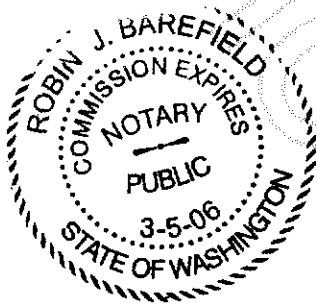
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOHN R. COX and VINCENT VENTIMIGLIA, to me known to be members of SEACREST REAL ESTATE DEVELOPMENT L.L.C. that executed the foregoing instrument and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned in this instrument.

Given under my hand and official seal this 14 day of October, 2003.



Robin J. Barefield
(Signature)
Notary Public in and for the State of Washington
Print Name) ROBIN J. BAREFIELD
Residing in Anacortes, Washington.
My commission expires: 3-5-06

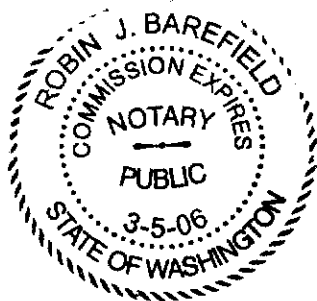
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, John R. Cox, 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 14 day of October, 2003.



Robin J. Barefield
(Signature)
Notary Public in and for the State of Washington
Print Name) ROBIN J. BAREFIELD
Residing in Anacortes, Washington.
My commission expires: 3-5-06



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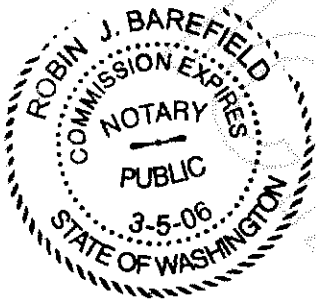
STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

On this day personally appeared before me, Vince Ventimiglia, 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 14 day of October, 2003.



Robin J. Barefield
(Signature)

Notary Public in and for the State of Washington

Print Name) ROBIN J. BAREFIELD

Residing in Anacortes, Washington.

My commission expires: 3-5-06



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