



200312110055
Skagit County Auditor

Chicago Title Company has placed
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When recorded return to:
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

ACCOMMODATION RECORDING

CHICAGO TITLE CO.
QB-2402

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 Rose Point LLC, hereinafter referred to as "OWNER".

Whereas, OWNER, Rose Point LLC, the owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 2120 Commercial Avenue.

A portion of Lots 18, 19, 20, Block 4, Stewart's First Addition to the City of Anacortes P60431

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

Install a grease trap that will encroach 6 feet by 8 feet into the city right of way off of the 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:

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

Locates Required

DATED this 9th day of December, 2003

OWNER: By: Randall Barrett
Randall Barrett, Rose Point LLC
RANDALL

OWNER: By: Jennifer Wingett
Jennifer Wingett, Rose Point LLC

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

STATE OF WASHINGTON)



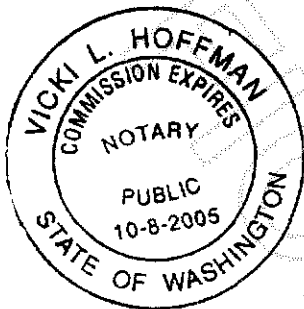
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SS
COUNTY OF SKAGIT)

RANDALL

On this day personally appeared before me Randall Barrett, member of Rose Point LLC, 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 4TH day of DEC., 2003.

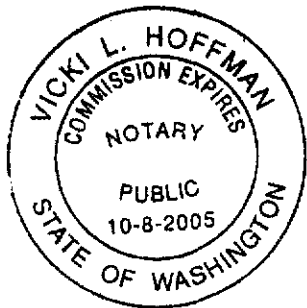


Vicki L Hoffman
(Signature)
Notary Public in and for the State of WA
VICKI L. HOFFMAN
Print Name)
Residing in ANACORTES Washington.
My commission expires: 10-8-05

STATE OF WASHINGTON)
SS
COUNTY OF SKAGIT)

On this day personally appeared before me Jennifer Wingett, member of Rose Point LLC, 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 DEC, 2003.



Vicki L Hoffman
(Signature)
Notary Public in and for the State of WA
VICKI L. HOFFMAN
Print Name)
Residing in ANACORTES Washington.
My commission expires: 10-8-05



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