

WHEN RECORDED RETURN TO:

Jean McManigle  
1519 - 6th Street  
Anacortes, WA 98221



201210170107  
Skagit County Auditor

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DOCUMENT TITLE:	Encroachment Agreement	GUARDIAN NORTHWEST TITLE CO.
GRANTOR:	GARY PEPPER, an unmarried person	ACCOMMODATION RECORDING ONLY
GRANTEE:	JEAN M. McMANIGLE, an unmarried person	WILD
ABBREVIATED LEGAL DESCRIPTIONS OF AFFECTED PARCELS:		
Parcel #1:	Anacortes Lot 9, Block 133	
Parcel #2:	Anacortes Lot 10, Block, 133	
ASSESSOR'S TAX/PARCEL NUMBERS OF AFFECTED PARCELS:		
Parcel #1:	3772-133-009-0000 / P55866	
Parcel #2:	3772-133-010-0015 / P55868	

**ENCROACHMENT AGREEMENT**

**RECITALS**

A. GARY PEPPER, an unmarried person ("Grantor") is the present owner of real property commonly known as 1517 - 6th Street, Anacortes, Washington, hereafter referred to as Parcel #1 and legally described as:

Lot 9, Block 133, "MAP OF THE CITY OF ANACORTES", SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington. Situate in the City of Anacortes, County of Skagit, State of Washington.

B. JEAN M. McMANIGLE, an unmarried person ("Grantee") is the present owner of real property commonly known as 1519 - 6th Street, Anacortes, Washington, hereafter referred to as Parcel #2 and legally described as:

Lot 10, Block 133, "MAP OF THE CITY OF ANACORTES", SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 4,

records of Skagit County, Washington. Situate in the City of Anacortes, County of Skagit, State of Washington.

C. An outbuilding ("the Shed") exists adjacent to the alley at the south (back) side of both parcels, with a footprint partially on Parcel #1 and partially on Parcel #2. Neither Grantee nor Grantor are sure of the exact origin of the Shed, but each of them knows that it existed in its current location when he or she purchased his or her property, and its condition indicates that it was constructed many years before that.

D. The occupants of Parcel #1 currently use a portion of the Shed and the occupants of Parcel #2 use another portion of the Shed. The occupants of Parcel #1 access the Shed through a door on the West end of the Shed on Parcel #1, and the occupants of Parcel #2 access the Shed through a door on the East end of the shed on Parcel #2. There is a wall dividing the interior of the shed, the occupants of Parcel #1 use the interior area west of the wall, and the occupants of Parcel #2 use the area east of the wall. It is believed that the wall is not located on the precise property line between the two parcels, but rather that it is a few feet west of the property line. Thus, the occupants of Parcel #2 use a portion of land within the Shed that sits on Parcel #1, creating an encroachment.

E. The Owners of both parcels currently have no problem with the Shed being used as it is currently used, but wish to set forth in writing their understanding about it.

NOW THEREFORE, in consideration of one cent (\$0.01) in hand paid by Grantee to Grantor, and the mutual benefits inuring to the parties hereto; the parties hereby covenant and agree as follows:

### AGREEMENT

1. Grantor grants unto Grantee and her co-occupants, guests, and licensees a license to occupy, maintain, and use that portion of land on Parcel #1 within the Shed that lies East of the current interior partition inside same (approximately 3 feet West of the property line between Parcel #1 and Parcel #2. Grantor further grants to Grantee and Grantee's agents a license to go across Parcel #1 for the limited purpose of maintaining the exterior of the Shed that lies East of the current interior partition inside.

2. The parties agree that the rights obtained as a result of this agreement or by any past, present, and future use of the Shed, the land on which it is situated, or the areas adjacent thereto, shall not ripen into any right of adverse possession or prescriptive easement in favor of Parcel #1 or Parcel #2.

3. The owner of either parcel may revoke the license granted above at any time in the future by recording a "revocation of license" referring to this Encroachment Agreement and mailing a copy of it, by first class U.S. mail and by certified U.S. mail, return receipt requested, to the then-owner of the other parcel, at the address for which Skagit County property tax



statements are sent for the other parcel. Such a revocation shall be effective ninety (90) days after such mailing.

4. Either party may demolish that part of the Shed that lies on his or her Parcel (as defined without regard to the license described in Paragraph 1), provided that:

(a) he or she must provide the other party with ninety (90) days advance written notice of his or her intent to perform the demolition, in the modes described in Paragraph 3, above, and

(b) unless the owner of the other parcel agrees to demolition of the entire structure, the demolishing party shall be required to install such framing and siding as is required to structurally support and weatherproof the remaining portion of the Shed in a workmanlike manner, reasonably consistent with the exterior finish of the remaining structure at the time of the demolition. The parties grant to one another such access rights over his or her property as are necessary or appropriate to carry out such construction.

5. In the event that the Shed is ever completely destroyed due to casualty, removed, or demolished, any new buildings shall be separated at the property line between Parcel #1 and Parcel #2, so that there is no common building, unless the then owners of both parcels otherwise agree.

6. The owners of each parcel shall be responsible for the maintenance of that part of the Shed that is situated on his or her property, except that the owner of Parcel #2 shall be responsible for maintaining that additional part of the shed for which he or she has a license unless and until such license is revoked. Neither owner shall be required to perform maintenance that improves the condition of the shed beyond its condition at the time of this agreement. If one party deems that a repair is necessary which affects portions of the Shed on both parcels (such as a new roof), the parties agree to reasonably confer in good faith toward dividing the cost, but this shall not require either party to contribute to such a repair, nor shall it require the repairing party to repair any portion of the Shed on the other party's parcel.

7. This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the owners of Parcel #1 and Parcel #2, and shall run with the land both at equity and at law.

Jean M. McManigle  
JEAN M. McMANIGLE

9-26-2012  
Date

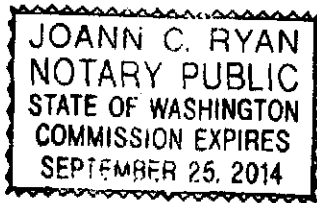
Gary Pepper  
GARY PEPPER

10/2/12  
Date

STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JEAN M. McMANIGLE signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 26 day of Sept, 2012.



Joann C. Ryan  
Notary Public in and for the State  
of Washington, residing at: ANACORTES  
My appointment expires: 9-25-14



ACKNOWLEDGMENT

State of California  
County of Santa Barbara

On October 2, 2012 before me, Veronica Porter Notary Public  
(insert name and title of the officer)

personally appeared Gary Pepper  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in  
his ~~her~~ authorized capacity(ies), and that by his/ ~~her~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Veronica Porter*



(Seal)

