



201601120001

Skagit County Auditor

\$76.00

1/12/2016 Page

1 of

4 8:39AM

Return Address:

Law Office of Scott G. Thomas
1204 Cleveland Ave.
Mount Vernon, WA 98273

REPLACING AUDITOR'S FILE NO. 201601070066

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Encroachment Agreement

Reference Number(s) of Documents assigned or released: None

Additional reference #'s on page of document

Grantor(s) Exactly as name(s) appear on document

1. Steven H. Olsen

2. Leigh A. Olsen

Additional names on page of document.

Grantee(s) Exactly as name(s) appear on document

1. Warren E. Williamson

Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

HENSLER'S 2ND TO ANACORTES LTS 1 & 2 & N1/2 OF 3 BLK

5

SOUTH 1/2 OF LOT 3 AND ALL OF LOT 4, BLOCK 5, HENSLER'S 2ND TO ANACORTES.

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number X Assessor Tax # not yet assigned
P57451 and P57449

ENCROACHMENT AGREEMENT

RECITALS

- A. Warren Williamson is the owner of real property, described herein, on which a fence has been erected by Steven and Leigh Olsen (the "Olsens") or the Olsen's predecessor;
- B. The Olsens are the owners of real property, described herein, on which a fence has been erected by Warren Williamson ("Williamson") or Williamson's predecessor;
- C. The Olsens wish to obtain the right to encroach upon Williamson's property specifically for the purposes set out below;
- D. Williamson wishes to obtain the right to encroach upon the Olsen's property specifically for the purposes set out below;
- E. Williamson's property is described as follows:

THE SOUTH 1/2 OF LOT 3 AND ALL OF LOT 4, BLOCK 5, HENSLER'S 2ND TO ANACORTES, RECORDED IN SKAGIT COUNTY, WASHINGTON

and more commonly known as 2006 K Avenue, Anacortes, WA.

- F. The Olsen's property is described as follows:

HENSLER'S 2ND TO ANA. LTS 1 & 2 & N1/2 OF 3 BLK 5

and more commonly known as 1501 20th St, Anacortes, WA

NOW THEREFORE, IN CONSIDERATION of the promises and the mutual covenants and agrees herein set forth, it is agreed by and between the parties as follows:

- 1. The Olsens hereby license and permit Williamson to maintain Williamson's fence on the Olsen's property as depicted in the survey attached to this Agreement and marked as Exhibit "A" (the "Williamson Encroachment").**
- 2. Williamson hereby licenses and permits the Olsens to maintain the Olsen's fence on Williamson's property as depicted in the survey attached to this Agreement and marked as Exhibit "A" (the "Olsen Encroachment").**
- 3. Neither party shall acquire any right, title or interest in or to the other party's Property or the portion thereof affected by their respective encroachment, except the right to maintain the Encroachment in accordance with the terms and conditions of this Agreement.**

4. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.

5. If the Williamson Encroachment deteriorates and requires replacement, any future structure will not be allowed to encroach. Notwithstanding the foregoing, Williamson, his successors and assigns, is allowed to provide normal maintenance in order to maintain the Williamson Encroachment, including for purposes of illustration the application of paint or stain.

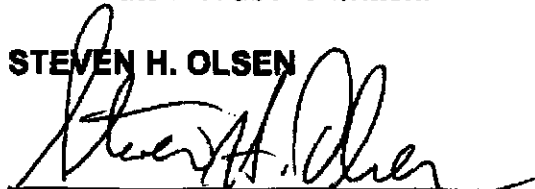
6. If the Olsen Encroachment deteriorates and requires replacement, any future structure will not be allowed to encroach. Notwithstanding the foregoing, Olsen, their successors and assigns, are allowed to provide normal maintenance in order to maintain the Olsen Encroachment, including for purposes of illustration the application of paint or stain.

7. The Olsens, their successors and assigns agree to defend, indemnify, and hold Williamson, his successors and assigns harmless from any damages the Olsen Encroachment may cause.

8. Williamson, his successors and assigns agree to defend, indemnify, and hold the Olsens, their successors and assigns harmless from any damages the Williamson Encroachment may cause.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

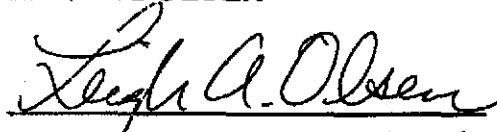
STEVEN H. OLSEN


1-6-16

WARREN E. WILLIAMSON



LEIGH A. OLSEN


1-6-16

[illegible]

N.T.S. = NOT TO SCALE

A
T
B
I
X
E

SCHLEMMER CONSULTING GROUP P.L.L.C.
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EXHIBIT MAP PREPARED FOR WARREN WILLIAMSON	
DATE: 10-02-2015	JOB NO.: 15-0877
SCALE: 1" = 10'	SHEET: 1 OF 1
CAD FILE: 15-087 WILLIAMSON.DWG	