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Skagit County Auditor

When recorded return to:

Dewey W. Weddle
Law Office of Dewey W. Weddle, PLLC
909 7th Street
Anacortes, WA 98221

DOCUMENT TITLE: PROPERTY AGREEMENT

PARTIES: Gary N. Curtis
Joyce Fleming

LEGAL DESCRIPTION:

(4.8000 ac) LOT 2, SHORT PLAT NO. 92-040, APPROVED ON DECEMBER 14, 1992, RECORDED ON DECEMBER 21, 1992, UNDER AUDITOR'S FILE NO. 9212210075, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M.

PARCEL NO. P105601

SITE ADDRESS: 4738 West Shore Road, Anacortes, Washington, 98221

situated in Skagit County, State of Washington

PROPERTY AGREEMENT

This agreement is made this 1st day of October 2019 by and between Gary N. Curtis, Trustee of the Curtis Family Trust (hereinafter "Gary") and Joyce Fleming (hereinafter "Joyce"), who will be referred to herein as "the parties."

I. RECITALS

This agreement is made with reference to the following facts:

1. On August 4, 2017, the Curtis Family Trust purchased real property located at 4738 West Shore Road in Anacortes, Washington, 98221. The legal description of the property is:

(4.8000 ac) LOT 2, SHORT PLAT NO. 92-040, APPROVED ON DECEMBER 14, 1992, RECORDED ON DECEMBER 21, 1992, UNDER AUDITOR'S FILE NO. 9212210075, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M.

And is Assessor's Parcel Number **P105601**

2. The parties intend by this Agreement to define their legal rights with respect to said property and the home to be constructed on said property.

4. Each of the parties is unmarried and a resident of the State of Washington. Each party is competent to manage his or her own affairs.

5. This Agreement shall be effective upon signing by the parties and shall continue until one of the parties dies or until the Agreement is modified or revoked by agreement of the parties.

II. CONSIDERATION

The consideration for this Agreement is the mutual promise of each party to act as companion and co-habitor, in addition to other promises set forth herein.

III. AGREEMENT

1. The property shall remain titled in the name of the Curtis Family Trust and nothing in this Agreement shall be construed as divesting the Trust of any right of ownership, possession, or use of the property.

2. Except as hereinafter provided, nothing in this Agreement shall be construed as granting Joyce any ownership interest in the property or the home to be constructed on the property.

3. The parties agree that Joyce will pay for the construction of a home on the property,

and that after construction is complete Joyce will have the right to reside in the home and will retain a life estate in the home and property if Gary should predecease her.

4. The parties agree that, once construction begins, should some unforeseen circumstance make completion of the home impossible (e.g., fire, or restrictions imposed by a government entity), then the Curtis Family Trust shall reimburse Joyce for the costs she incurred before the cessation of construction. Joyce shall maintain records of the costs and expenses associated with construction of the home.

5. Should Joyce predecease Gary, the home will be considered a part of the Curtis Family Trust and shall be disposed of according to the terms of the Trust. Joyce shall not have the right to devise or bequeath the home, nor shall her heirs or beneficiaries be entitled to assert a claim for the home. Joyce may not assign her right to possession during her lifetime.

IV. GENERAL PROVISIONS

1. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, administrators, personal representatives, successors and assigns.

2. Good Faith. Each of the parties promises to act in good faith and to deal fairly toward the other under the terms of this Agreement.

3. Entire Agreement. This Agreement sets forth the entire Agreement between the parties as regards said property and there are no other Agreements existing between the parties with reference to said property. Any amendment or termination of this Agreement shall not be effective unless set forth in writing and signed by both parties.

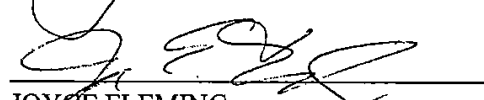
4. Inducements. Each party acknowledges that he or she is entering into this Agreement at arm's length, of his or her own free will and no coercion, force, pressure or undue influence has been employed by either party or upon either party by third persons. No reliance has been placed upon any representations other than those set forth in this Agreement. Each party has had adequate time to review the document, consider its implications, and seek counsel.

5. Litigation. If any suit, action or proceeding is instituted to enforce a provision of this Agreement, the prevailing party shall be entitled to recover from the other party attorney's fees and costs, including fees incurred upon appeal. The venue for any litigation shall be Skagit County, Washington. The applicable law shall be that of Washington State.

6. Partial Invalidity. If any of the provisions of this Agreement are deemed unenforceable or without effect, the same shall be deemed severable from the remainder of the Agreement and shall not affect the enforceability of the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this date.

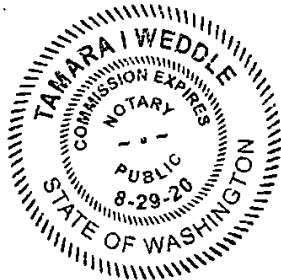

GARY N. CURTIS



JOYCE FLEMING

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Gary N. Curtis** and **Joyce Fleming** are the persons who appeared before me, and said persons acknowledged that they signed this **Property Agreement** and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF,
I have hereunto set my hand this 1st day of October, 2019.




TAMARA I. WEDDLE
NOTARY PUBLIC in and for the state of
Washington, residing at Anacortes, WA
My commission expires: August 29, 2020