

When recorded return to:

Richard Hutchins and Cheryle Eymil
4807 Glasgow Way
Anacortes, WA 98221

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

32650 State Route 20, Ste. E 202
Oak Harbor, WA 98277

Escrow No.: 245473298

Chicago Title
Accommodation Recording

DOCUMENT TITLE(S)**Tenancy-In-Common Agreement****REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:** _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Richard Hutchins

☐ Additional names on page _____ of document☐ Additional names on page _____ of document**GRANTEE(S)**

Cheryle Eymil

☐ Additional names on page _____ of document☐ Additional names on page _____ of document**ABBREVIATED LEGAL DESCRIPTION**

LT 41, "SKYLINE NO. 9" / LOT 79, "SKYLINE NO. 8"

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

P59888 / 3825-000-041-0008 / P59736 / 3824-000-079-0004

Additional Tax Accounts are on page _____ of document

COPY

TENANCY-IN-COMMON AGREEMENT

WHEREAS the undersigned persons are tenants-in-common and non-meretricious co-habitants of certain improved real property described below:

AND WHEREAS said common tenants wish to restate all agreements they have made with respect to use and enjoyment thereof; and to record additional agreements:

NOW THEREFORE the parties state and agree as follows:

1. **Subject.** The subject of this Agreement is improved real property where the parties now reside together located at **5008 Kingsway, Anacortes, WA**; which is legally described as:

P59736

LOT 79, SKYLINE NO. 8, AS PER PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 72 THROUGH 74, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Situate in Skagit County, WA.

2. **Ownership.** Each party owns a 50% interest in said property.

3. **Life Estate Upon Death of a co-Tenant.** The parties hereby restate their agreement that their 50% shares of said real property shall be distributed to their heirs or assigns upon death; EXCEPT that the surviving co-Tenant is hereby granted a Life Estate in the subject property. This Life Estate is conditioned upon the survivor's continued occupancy of the property as a residence and upon his/her promise to pay the property taxes, fees, and all other costs of maintenance during his/her lifetime. Should the survivor fail to meet either condition, the Life Estate shall terminate by operation of this Agreement.

4. **Continuing Force and Effect for Subsequently Acquired Residence.** This Agreement shall remain in full force and effect and apply to another improved parcel they purchase together for a new residence. At the time of this writing, the parties contemplate such a sale and purchase of a residence located at **4807 Glasglow Way, Anacortes, WA**, which is legally described as:

P59888


LOT 41, SKYLINE NO. 9, AS PER PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 75 THROUGH 77, RECORDS OF SKAGIT COUNTY, WASHINGTON

Situate in Skagit County, WA.

This clause becomes effective upon the parties' joint acquisition of this or any other property to employ as their primary residence. The taking of shared title of such a residence shall be conclusive proof of the parties' intent to subject such property to this agreement.

5. **Dispute Resolution.** Venue for any action arising from this Agreement shall be the Superior Court of Skagit County.
6. **Recording.** Either party may record this Agreement at their own expense.
7. **Right of First Refusal to Survivor.** Upon the death of a co-Tenant, the surviving co-Tenant shall have the option of purchasing the deceased co-Tenant's entire interest from his/her Estate for the sum of \$450,000.00.
8. **Prior Agreements.** This document incorporates all prior agreements the parties have made concerning their common ownership of the subject real property. Any previous agreements, writings, memoranda etc. . . are thus merged into this writing.
9. **Legal Counsel.** By signing this agreement, each party hereby represents that s/he has been advised to seek independent legal counsel about the matters contained herein.
10. **Non-domestic Relationship.** The parties are not engaged in a committed domestic relationship and co-habitate only for friendship and mutual support. They have designated and will continue to designate portions of their residence for each other's private use and enjoyment by customary practice and mutual consent. Nothing contained herein shall be construed to mean that the parties have created or expect to create community property or quasi-community property interests in real or personal property.
11. **Pronouns.** As employed herein, the masculine pronoun shall be taken to mean the feminine and vice-versa as the context so requires.

DATED this 12th day of August, 2025

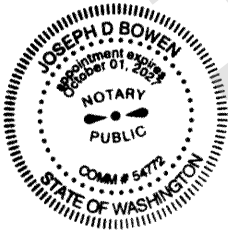

CHERYLE L. EYMIL
Co-Tenant

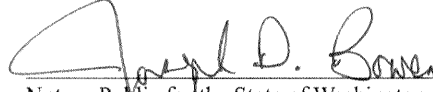

RICHARD D. HUTCHINS
Co-Tenant

NOTARY CERTIFICATION

I hereby certify that I know or have satisfactory proof that CHERYLE L. EYMIL appeared and, on the date set forth above, affixed her signature to this instrument for the uses and purposes set forth herein.

DATED this 12TH day of Aug., 2025

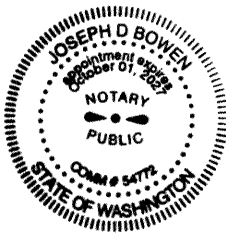




Notary Public for the State of Washington

NOTARY CERTIFICATION

I hereby certify that I know or have satisfactory proof that RICHARD D. HUTCHINS appeared and, on the date set forth above, affixed his signature to this instrument for the uses and purposes set forth herein.

DATED this 12TH day of Aug., 2025




Notary Public for the State of Washington