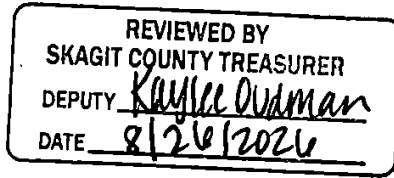




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08/26/2026 01:52 PM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor



Document Title:

Tenants-in-common Co-ownership Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. Micahel P. Brown

2. Joyce Astell

Grantee(s):

☐ additional grantee names on page ____.

1. Micahel P. Brown

2. Joyce Astell

Abbreviated legal description:

☐ full legal on page(s) ____.

LOT 26, PLAT OF EAGLEMONT PHASE 1A, AS PER PLAT RECORDED IN VOLUME 15 OF
PLATS, PAGES 130

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P104293/4621-000-026-0005

TENANTS-IN-COMMON CO-OWNERSHIP AGREEMENT

THIS IS AN AGREEMENT made and entered into this 19th day of August, 2026, by and between JOYCE ASTELL and MICHAEL P. BROWN (referred herein as the "parties"), and is made with reference to the following facts:

RECITALS

WHEREAS, JOYCE ASTELL and MICHAEL P. BROWN have entered into a committed intimate relationship, and

WHEREAS, each of the parties desire to fix and confirm the rights of each of them in certain real property that they own and have an interest in for the purpose of clarifying and facilitating obligations and entitlements within the use and disposition of said property, and

WHEREAS, the parties have contributed to a common fund and have purchased real property, and have acquired the fee title thereto, located at 4304 Landmark Drive, Mount Vernon, WA 98274, more legally described in **Exhibit A** below;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually agree as follows:

AGREEMENT

1. **Purpose of Ownership.** The parties agree that the property set forth in Exhibit A hereof, which is attested to by the signatures of both parties, shall be used as the primary residence of each of the parties.

2. **Ownership and Ongoing Costs.** Each of the parties shall hold an **undivided fifty percent (50%) ownership interest** in the property, and shall share equally in any mortgage payments, property taxes, utilities, homeowners' insurance, routine maintenance, and HOA dues, if applicable, unless otherwise agreed in writing. If either party pays more than the other, that party may be reimbursed or have their equity adjusted in the property, as mutually agreed.

3. **Use and Possession.** Each of the parties has an equal right to use and occupancy of the property. Neither of the parties may lease, rent, or license any portion of the property without the express written consent of the other party.

4. **Improvements and Repairs.** The parties have the right to independently make routine repairs, consisting of any repairs under \$1,000.00, without the consent of the other. Any repairs over \$1,000.00 will be deemed a major improvement. The mutual written consent of both parties shall be required in order to approve any major improvements, substantial renovations or refinancing of the property. If either party pays more than the other, that party may be reimbursed or have their equity adjusted in the property, as mutually agreed.

5. **Sale of the Property.** If, and when, either party wishes to sell their respective share of ownership interest in the property, he or she shall give no less than three (3) months written notice to the non-selling party. As a "Right of First Refusal", the non-selling party shall have the option to purchase the selling party's share of ownership interest in the property. If the parties cannot agree on

a purchase price, each party will obtain an independent appraisal of the property. The purchase price will be the average of the two appraisals. If neither party purchases the ownership interest of the other, the property may be listed for sale and proceeds will be distributed according to ownership percentages after expenses, insofar as, if either party has not fully contributed their financial obligations under the terms of this Agreement, the compliant party shall be reimbursed, at closing, for the difference in amounts paid by the parties.

6. **Partition Limitation.** No party shall, either directly or indirectly, make an application to any court for a partition of the property, without the express written consent of all the parties. The parties agree to and do hereby waive the right to partition with respect to the property for a period of no more than three (3) years from the date of this Agreement.

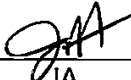
7. **Default.** If either party fails to contribute his or her one-half share of the common expenses (including, but not limited to, mortgage, principal, interest, and taxes), the non-defaulting party may advance the uncontributed funds. The non-defaulting party shall also have the right, after giving the defaulting party 30 days' notice in writing, to subtract the amount of the defaulting party's unpaid share from his or her equity, accruing interest at the rate of 5% per annum from the date the debt is incurred until repaid or the property is sold.

8. **Incapacity of a Co-Owner.** If one of the parties becomes mentally or physically incapacitated, their designated power of attorney has the right to make decisions about the property and agrees to be bound by this Agreement. The non-incapacitated party has the same rights as outlined in Section 9.

9. **Death of a Co-Owner.** Upon the death of a party, their ownership interest shall pass according to their Will or applicable law. The surviving party does **not** automatically inherit the other party's share unless specified in estate planning documents.

The surviving party has the right to purchase their share per Section 5 of this Agreement or to retain residency for up to 2 years. They will be responsible for ensuring all mortgages, taxes, insurance and utilities are paid and routine maintenance is kept up. These costs will be split equally between the surviving party and the respective designated heir of the decedent party. An accounting of the costs will be presented to the designated heir on a quarterly basis. If the amounts are not paid directly, they will be treated as a default in Section 7 of this Agreement.

The parties acknowledge they have been advised to maintain Wills reflecting their intentions.


JA


MPB

10. **Durable Power of Attorney.** JOYCE ASTELL shall execute and deliver a durable power of attorney to MICHAEL P. BROWN. MICHAEL P. BROWN shall execute and deliver a durable power of attorney to JOYCE ASTELL. The powers of attorneys are to be exercised only for the purpose of conveying the incompetent party's respective share if this option is exercised. The attorney-in-fact shall be bound by the terms and conditions of this Agreement. Should it be determined that a court is required to consummate a conveyance in the case of mental incompetence, the costs of securing this order shall be shared by both parties, or their respective estates.

11. **Inducement, Successor and Assigns.** JOYCE ASTELL and MICHAEL P. BROWN each acknowledge, represent and warrant that no oral commitments have been made or inducements proposed by either to the other by the parties or into this Agreement, other than the promises of love and affection of each for the other. Both parties further agree that this Agreement shall be binding upon the parties hereto and their respective creditors, heirs, executors, administrators, personal representatives and assigns.

12. **Dispute Resolution.** If a dispute arises under the terms of this Agreement, the parties shall agree to hold negotiations between themselves, in good faith, before any mediation proceedings commence. If negotiations between the parties do not resolve the dispute, the parties then agree to submit to mediation in good faith. If the dispute is not resolved within sixty (60) days, the matter will proceed to arbitration. Any dispute under this Agreement not resolved by negotiation or mediation, shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect and the laws of the State of Washington.

13. **Attorney Fees and Costs.** If either party hereto is required to retain an attorney to bring suit or seek arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred, whether or not suit is filed.

14. **Termination of Agreement.** This Agreement shall terminate on the sale of

the property, and the distribution of the net proceeds of such sale to the parties or their designated heirs, and according to this Agreement, or at such other times or dates, as may be agreed on, in writing, by the parties.

15. **Non-Waiver.** The failure of either party to this Agreement to insist upon the strict performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. **Counterparts.** This Agreement may be executed in any number of original counterparts, with the same effect as if all parties have signed the same document.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties relating to the use and disposition of the property set forth in Exhibit A and supersedes all prior agreements and understandings, written or oral. Any alteration, amendment or modification of this agreement must be in writing, signed and acknowledged by each of the parties hereto.

18. **Addenda.** Any addenda attached hereto are a part of this Agreement.

19. **Assignment of Rights.** Subject to any restrictions against assignment, the provisions of this agreement shall bind the parties into and their respective heirs, successors, personal representatives and assigns.

20. **Venue/Applicable Law.** The validity, construction, and enforceability of this Agreement shall be determined in accordance with and under the laws of the State of Washington. Venue shall be in the county where the property is located.

DATED at Sedro-Woolley, Washington, this 19th day of August, 2026

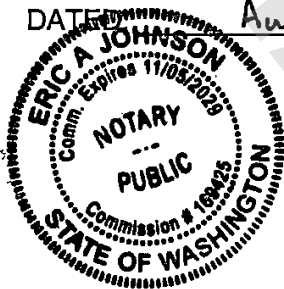
Joyce Astell
JOYCE ASTELL

Michael P. Brown
MICHAEL P. BROWN

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **JOYCE ASTELL** signed the foregoing instrument and acknowledged it to be her free and voluntary act for the uses and purposes therein mentioned.

DATED August 19, 2026

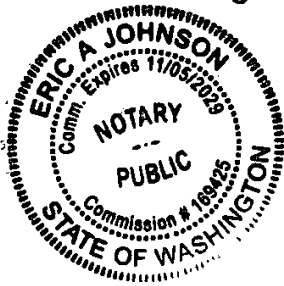


Eric A. Johnson
Printed Name: Eric A. Johnson
NOTARY PUBLIC in and for the
State of Washington, residing at
Sedro-Woolley
My appointment expires: 11/05/2029

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **MICHAEL P. BROWN** signed the foregoing instrument and acknowledged it to be his free and voluntary act for the uses and purposes therein mentioned.

DATED: August 19, 2026



Eric A. Johnson
Printed Name: Eric A. Johnson
NOTARY PUBLIC in and for the
State of Washington, residing at
Sedro-Woolley
My appointment expires: 11/05/2029

EXHIBIT A

P104293 / 4621-000-026-0005:

LOT 26 AND AN UNDIVIDED ONE-HALF INTEREST IN THE ACCESS TRACT TO LOTS 26 AND 27, PLAT OF EAGLEMONT PHASE 1A, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGES 130 THROUGH 146, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.