

After Recording Return To:

BETTS AUSTIN JOHNSON, pllc  
2200 Rimland Drive, Suite 230  
Bellingham, WA 98226-6643



Skagit County Auditor  
5/3/2017 Page

1 of

\$77.00  
5 10:23AM

**Document Title(s):** Property Agreement  
**Reference No. of Documents Released/Assigned:** N/A  
**Grantors:** KENDALL D. GENTRY and NANCY F. GENTRY  
**Grantee:** KRYSTAL DAWN NELSON and CHRISTIAN NELSON  
**Abbreviated Legal:** Ptn of Lot 36, Burlington Acreage Property  
**Full Legal Description Attached as Exhibit "A", page 3**  
**Assessor's Tax Parcel ID #: P62505 / No. 3867-000-036-0103**

## PROPERTY AGREEMENT

This Property Agreement ("Property Agreement") is entered into on March 13, 2017, by and between KENDALL D. GENTRY and NANCY F. GENTRY ("Kendall and Nancy") and KRYSTAL DAWN NELSON, ("Krystal"). It is also subject to approval and acceptance by Krystal's husband, CHRISTIAN NELSON ("Christian").

### RECITALS:

It is made in reference to the following facts:

- A. Krystal is Nancy's niece.
- B. Kendall and Nancy are gifting the equity value of the real property described on Schedule A ("Home Equity") to Krystal as her separate property.
- C. Christian accepts that the gift of the Home Equity is to Krystal as her separate property.

**AGREEMENT**

1. On MARCH 14, 2017, Kendall and Nancy will gift the Home Equity of the property described on Schedule A ("Home") to Krystal. The sales price for the Home is \$600,000.00. The debt is \$424,100.00.

2. At the time of the gift and based upon the sales price and debt described in paragraph 1, the Home Equity value is \$175,900.00. Such Home Equity is gifted to Krystal as her separate property. *KDS 3/14/17 KDN*

3. The remaining value of the Home (\$424,100.00) is sold to Krystal and Christian from Kendall and Nancy.

4. The Home Equity shall remain Krystal's separate property at all times, whether or not the Home is titled in Krystal's name or Krystal and Christian's joint names.

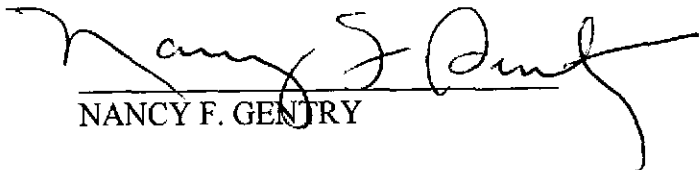
5. The Home Equity shall remain Krystal's separate property at all times, including whether Krystal and Christian enter into a Community Property Agreement, either before or after this Property Agreement is executed.

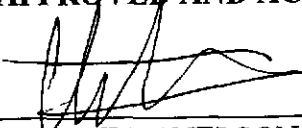
6. This Property Agreement shall be recorded in the records of Skagit County, Washington.

DATED this 13<sup>th</sup> day of March, 2017.

  
KENDALL D. GENTRY

  
KRYSTAL DAWN NELSON

  
NANCY F. GENTRY

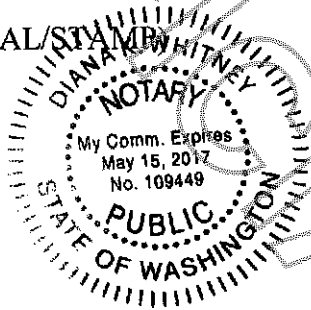
**APPROVED AND ACCEPTED:**  
  
CHRISTIAN NELSON

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Kendall D. Gentry** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 13 MARCH 2017

(SEAL/STAMP)



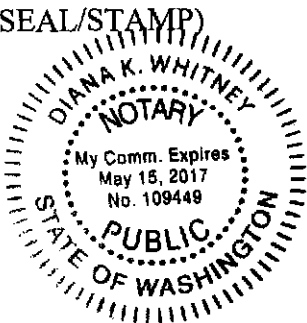
Diana K. Whitney  
NOTARY PUBLIC  
My appointment expires: 15 MAY 2017

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Nancy F. Gentry** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 13 MARCH 2017

(SEAL/STAMP)



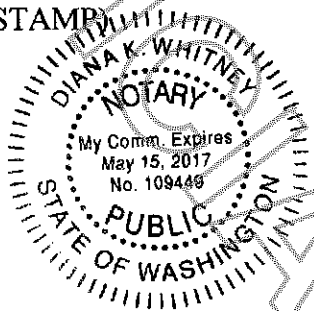
Diana K. Whitney  
NOTARY PUBLIC  
My appointment expires: 15 MAY 2017

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Krystal Dawn Nelson** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 13 MARCH 2017

(SEAL/STAMP)



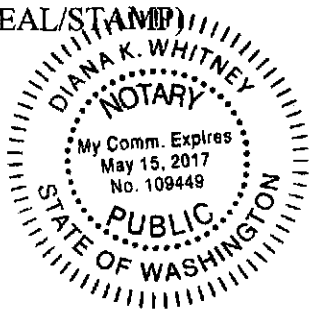
Diana K. Whitney  
NOTARY PUBLIC  
My appointment expires: 15 MAY 2017

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Christian Nelson** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 13 MARCH 2017

(SEAL/STAMP)



Diana K. Whitney  
NOTARY PUBLIC  
My appointment expires: 15 MAY 2017

## SCHEDULE A

**Site Address:** 212 Gardner Road, Burlington, WA 98233  
**Tax Parcel No.:** P62505 / No. 3867-000-036-0103

Tract 4 and the North 20 feet of Tract 3 of Short Plat No. 98-78, as approved December 6, 1978, and recorded December 7, 1978, in Volume 3 of Short Plats, page 48, under Auditor's File No. 892644, records of Skagit County, Washington; being a portion of Tract 36, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", according to the Plat thereof recorded in Volume 1 or Plats, page 49, records of Skagit County, Washington;

EXCEPT that portion of said Tract 4, described as follows:

Begin at the Southeast corner of Tract 1 of said Short Plat; thence North along the East lines of Tracts 1, 2 and 3 of said Short Plat to a point on the South line of the North 20 feet of said Tract 3; thence East along the Easterly extension of said South line to a point on a line parallel with and 10 feet East of the East line of Tracts 1, 2 and 3 of said Short Plat; thence South along said parallel line to a point on the South line of said Tract 4; thence West along said South line to the Point of Beginning.

ALSO EXCEPT those portions of Tract 4, described as follows:

Beginning at the Northeast corner of said Tract 4; thence South  $89^{\circ}39'50''$  West along the North line of said Tract 4, a distance of 23.41 feet; thence South  $00^{\circ}43'26''$  East, a distance of 329.94 feet to a point on the South line of said Tract 4; thence North  $89^{\circ}37'16''$  East along the South line of said Tract 4, a distance of 21.44 feet to the Southeast corner of said Tract 4; thence North  $00^{\circ}22'53''$  West along the East line of said Tract 4, a distance of 329.91 feet to the True Point of Beginning.

Commencing at the Northeast corner of said Lot 4; thence South  $89^{\circ}39'50''$  West along the North line of said Lot 4, a distance of 28.60 feet to the True Point of Beginning; thence South  $00^{\circ}31'55''$  East, a distance of 12.65 feet; thence North  $89^{\circ}44'28''$  West parallel with and 5 feet North of an existing fence line running East and West, a distance of 303.42 feet to a fence line which runs North and South; thence North  $00^{\circ}45'10''$  West along said fence line, a distance of 9.50 feet to the North line of said Lot 4; thence North  $89^{\circ}39'50''$  East along the North line of said Lot 4, a distance of 303.45 feet to the True Point of Beginning.

SUBJECT TO: Covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.