

**Return Address:**  
**John J. White, Jr.**  
**Livengood, Fitzgerald & Alskog, PLLC**  
**P.O. Box 908**  
**Kirkland, WA 98083-0908**



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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)  1. <u>Community Property Agreement</u>
<b>Reference Number(s) of Documents assigned or released:</b>  N/A
<b>Makers</b> (Last name, first name, initials)  1. <u>Rickey Eldon Turner, Husband</u> 2. <u>Ruth Ellen Turner, Wife</u>
<b>Grantee(s)</b> (Last name first, then first name and initials)  N/A
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range) Covers all community property, including the following real property: 1017 N VIEWMONT DR MOUNT VERNON, WA 98273 BEL-AIR MANOR 3 <sup>RD</sup> ADD LOT 15
<b>Assessor's Property Tax Parcel/Account Number</b> <input type="checkbox"/> Assessor Tax # not yet assigned Prop. ID: 78137      Geo Parcel ID: 4205-000-015-0008
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Part

## COMMUNITY PROPERTY AGREEMENT

**THIS IS AN AGREEMENT** dated this 12th day of June, 2012, between RICKEY ELDON TURNER ("Husband") and RUTH ELLEN TURNER, ("Wife"), husband and wife, pursuant to the provisions of RCW 26.16.120, providing for agreements between husband and wife for the fixing of the status and disposition of community property to take effect upon the death of either.

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. **Property Covered.** This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife and to all separate property now owned or hereafter acquired by either Husband or Wife, which shall be considered and is declared to be the community property of the parties (except for property for which a separate property designation has been or is hereafter made by Husband or Wife and approved in writing by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. All such property is referred to in this agreement as the "described community property."

2. **Vesting at Death of a Spouse.** If one spouse dies and the other spouse survives by ten (10) days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

3. **Disclaimer.** Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this agreement in whole or in part, or with reference to specific parts, shares or property. The interest disclaimed shall pass as if the provisions of Section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

4. **Property Held in Joint Tenancy.** Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only and such property shall be community property and ownership and title shall vest as provided in Section 2 above.

5. **Automatic Revocation.** The provisions of Section 2 above shall be automatically revoked:

a. Upon the filing by either party of a petition, complaint, or other pleading for separation, dissolution or divorce, or

b. Immediately prior to death if neither party survives the other by ten (10) days.

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6. **Optional Revocation by One Party.** If either party becomes disabled, the other party shall have the power to terminate the provisions of Section 2 above. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled spouse. Each party designates the other party as attorney-in-fact to become effective upon disability to agree to the termination. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the named spouse is unable to manage his or her own affairs.

7. **Revocation of Inconsistent Agreements.** To the extent this agreement is inconsistent with the provisions of any community property agreement, Will or other arrangement previously made by either or both of the parties that affect the described community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

  
RICKEY ELDON TURNER

  
RUTH ELLEN TURNER

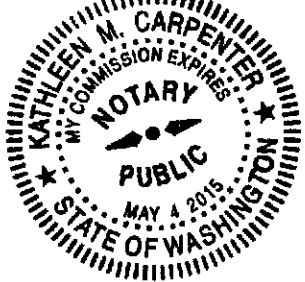
STATE OF WASHINGTON


COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that RICKEY ELDON TURNER and RUTH ELLEN TURNER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of June, 2012.



  
KATHLEEN M. CARPENTER  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires:  
5/4/2015

