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Skagit County Auditor

**When Recorded-Return To:**

Brian E. Clark, Attorney  
Skagit Law Group, PLLC  
P. O. Box 336  
Mount Vernon, WA 98273

**DOCUMENT TITLE(s):** *(or transactions contained therein)*

**COMMUNITY PROPERTY AGREEMENT**

**GRANTOR(s):** *(last name, first name and initials)*

VAN LUVEN, MERI L. (now deceased)  
VAN LUVEN, GARY (Surviving Spouse)

☐ *Additional names on page \_\_\_\_\_ of document*

**GRANTEE(s):** *(Last name, first name and initials)*

VAN LUVEN, GARY (Surviving Spouse)  
VAN LUVEN, MERI L. (now deceased)  
THE PUBLIC

☐ *Additional names on page \_\_\_\_\_ of document*

**ABBREVIATED LEGAL DESCRIPTION:** (i.e., lot, block, plat or quarter, quarter, section, township and range):

☐ *Additional legal on page \_\_\_\_\_ of document*

**ASSESSOR'S PARCEL/TAX I.D. NUMBER:**

**REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:**

☐ *Additional reference numbers on page \_\_\_\_\_ of document*

## COMMUNITY PROPERTY AGREEMENT (Conversion at Death)

This is an agreement dated this 24<sup>th</sup> day of February, 2015, between **GARY VAN LUVEN** ("Husband") and **MERI L. VAN LUVEN** ("Wife"), husband and wife, pursuant to the provisions of RCW 26.16.120, authorizing agreements between husband and wife concerning the status and disposition of community property to take effect upon the death of either.

### IT IS HEREBY AGREED AS FOLLOWS:

1. Conversion at Death. The parties do not intend by this Agreement to change the status of any of their property at this time. Upon the death of either of the parties hereto, any separate property owned by either of them shall become community property.

2. Vesting at Death of Spouse. If one spouse dies and the other spouse survives by ten (10) days, all property of the deceased spouse 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 The interest disclaimed shall pass as if the provisions of Paragraph 2 above had been revoked as to such interest, with the surviving spouse being entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

4. Property Held in Joint Tenancy; Tenancy in Common. 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 any such property shall be deemed to be community property, and the absolute ownership and title of all such property shall vest in the survivor of the parties hereto as provided herein. Property held by the parties as tenants in common shall also be deemed to be community property and vest as provided in this Agreement.

5. Automatic Revocation. This Agreement shall terminate and become void upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce.

6. Optional Revocation by One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 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 hereby designates the other

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party as attorney-in-fact to become effective upon disability to agree to such 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 affects the parties' community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

8. Rights of Parties. The parties acknowledge that they have each been advised of their right to be represented by independent counsel prior to signing this Agreement, and hereby expressly waive that right.

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

  
GARY VAN LUVEN, Husband

  
MERI L. VAN LUVEN, Wife

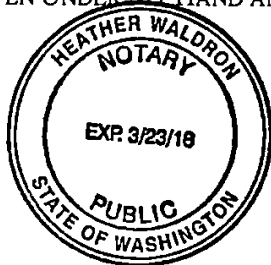
STATE OF WASHINGTON

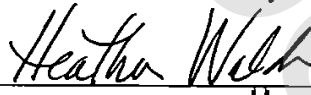
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **GARY VAN LUVEN** and **MERI L. VAN LUVEN** 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 24<sup>th</sup> day of February, 2015.



  
Printed Name Heather Waldron  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires 3-23-2018

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