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06/20/2019 04:05 PM Pages: 1 of 3 Fees: \$101.00 Skagit County Auditor

WHEN RECORDED RETURN TO:



Land Title and Escrow

02-171931-0E DOCUMENT TITLE(S): COMMUNITY PROPERTY AGEEMENT REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: **GRANTOR: JERRY HOLMES GRANTEE:** JOAN ANN HOLMES ABBREVIATED LEGAL DESCRIPTION: Lots 1-7, Blk 95, Fidalgo City. TAX PARCEL NUMBER(S): 4101-095-007-0003, P73104



COMMUNITY PROPERTY AGREEMENT

Jerry Holmes ("Husband") and Joan Ann Holmes ("Wife"), husband and wife, acting pursuant to the provisions of Revised Code of Washington 26.16.120, providing for agreements between husband and wife for fixing of the status and disposition of community property, HEREBY AGREE AS FOLLOWS:

- 1. All property now owned or hereafter acquired by either Husband or Wife is designated as Community Property, unless, after the date of this Agreement, the parties shall agree otherwise by making a separate property designation signed by both of them. This designation of Community Property applies even though some items of property 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.
- 2. If one spouse dies and the other spouse survives by ten (10) days, all Community Property shall vest in the surviving spouse as of the moment of death of the first spouse to die.
- 3. 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 The interest disclaimed shall pass as if the provisions of Section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.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 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. 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 days.

Community Property Agreement of Jerry Holmes & Joan Ann Holmes,

Husband and Wife

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- If either party becomes incapacitated, 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 incapacitated spouse and to the quardians, if any, of the person and of the estate of the incapacitated spouse. Each party designates the other party as attorney-in-fact to become effective upon incapacity to agree to For the purposes of this section, a spouse the termination. shall be deemed incapacitated 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.
- 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 community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, we have hereunto set our hands this 19 day of October, 2017.

Holmes

Ann Holmes

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Jerry Holmes and Joan Ann Holmes, Husband and wife, 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.

Dated this 197 day of October, 2017. ANN JAMEN

Julia Ann James

Notary Public in and for the State of Washington, residing at Anacortes.

My appointment expires January 19,2018

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