



202312260068

12/26/2023 02:05 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

RECORDED AT THE REQUEST OF:

JACK A. BORLAND
ATTORNEY AT LAW
10565 NE 47TH PLACE
KIRKLAND WA 98033-7610

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2023 9140
DEC 26 2023

Amount Paid \$ 0
Skagit Co. Treasurer
By *LT* Deputy

DOCUMENT TITLE:

COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBER OF DOCUMENT ASSIGNED OR RELEASED:

N/A

GRANTOR:

BAKER, WILLIAM K.

GRANTEE:

BAKER, MARCELLA G.

LEGAL DESCRIPTION:

LOT 1, 2 AND 3, BLOCK J, "MAP OF LACONNER, WHATCOM COUNTY,
WASHN. TERRY., 1872," AS PER PLOT RECORDED IN VOLUME 2 OF
PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

TAX PARCEL NUMBER: 4123-010-003-0000, P73995

PLEASE RECORD & RETURN TO:

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT made and entered into on the day and year below written, pursuant to the laws of the State of Washington and the provisions of Chapter 26.16.120 of the Revised Code of Washington, between WILLIAM K. BAKER, hereinafter the "Husband," and MARCELLA G. BAKER, hereinafter the "Wife," residing at Renton, Washington.

IN CONSIDERATION of the mutual promises set forth below, the parties agree as follows:

1. Property Covered. This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife. Any separate property of either shall become and be considered community property upon the death of the party owning said separate property. All such property is referred to in this Agreement as the "subject property."

2. Vesting at Death. On the death of either Husband or Wife, all of the subject property shall vest in the survivor of them.

3. Disclaimer. Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimed shall pass under the terms and conditions of any validly executed will which the decedent may have executed or, in default thereof, according to the law of intestacy as governed by the statutes of the State of Washington then in effect.

4. Automatic Revocation. In the absence of other evidence indicating a party's intent to terminate this Agreement, this Agreement shall, nevertheless, be deemed mutually terminated and of no further force or effect upon either party's filing a petition, complaint or other pleading

COMMUNITY PROPERTY AGREEMENT

Page 1 of 3

ORIGINAL

for dissolution of their marriage or divorce; upon a court dissolution of their marriage or divorce; or, upon a court of competent jurisdiction dissolving the marriage or granting a decree of divorce or separate maintenance to either of them.

5. Optional Revocation by One Party. If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective upon such disability to exercise such power. Such termination shall be effective upon the delivery of written notice thereof to the disabled spouse, and to the guardian, if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if such spouse's regularly attending physician signs a statement declaring that such spouse is unable to manage his or her own affairs; or if such spouse has no regularly attending physician, if such a statement is signed by two qualified physicians who have adequately examined the disabled spouse. An adjudication of incompetence by a court of competent jurisdiction shall also be proof of a spouse's disability for purpose of this paragraph.

6. Survivorship. As used herein, the term "survivor," "survive," or "survivorship" shall mean living for a period of thirty (30) days following the death of the first of the parties to die.

7. Revocation of Prior Agreements. The undersigned hereby revoke all prior community property agreements and agreements as to status of property.

Dated this 7 day of May, 2012.

HUSBAND: William K. Baker
WILLIAM K. BAKER

WIFE: Marcella G. Baker
MARCELLA G. BAKER

WITNESSES:

Phyllis D. Borland

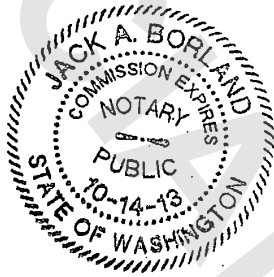
Jake Borland

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me WILLIAM K. BAKER and MARCELLA G. BAKER, to me known to be the individuals described in and who executed the foregoing document and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein stated.

WITNESS MY HAND AND OFFICIAL SEAL affixed hereto this 7th day of May, 2012.

Jack A Borland
Printed Name: JACK A. BORLAND
NOTARY PUBLIC in and for the State of
Washington, residing in King County.
Comm. expires: 10/14/13



UNCHECKED DOCUMENT



Right to Manage Natural Resource Lands Disclosure

Skagit County's policy is to enhance and encourage Natural Resource Land management by providing County residents notification of the County's recognition and support of the right to manage Natural Resource Lands, e.g., farm and forest lands.

Skagit County Code 14.38.030(2) requires, in specified circumstances, recording of the following disclosure in conjunction with the deed conveying the real property:

This disclosure applies to parcels designated or within 1 mile of designated agricultural land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County.

A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State, and Federal law.

In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands.

Washington State Law at RCW 7.48.305 also establishes that:

...agricultural activities conducted on farmland and forest practices, if consistent with good agricultural and forest practices and established prior to surrounding nonagricultural and nonforestry activities, are presumed to be reasonable and shall not be found to constitute a nuisance unless the activity or practice has a substantial adverse effect on public health and safety. ...An agricultural activity that is in conformity with such laws and rules shall not be restricted as to the hours of the day or day or days of the week during which it may be conducted.