140848

AFTER RECORDING RETURN TO:

JACKSON, JACKSON & KURTZ, INC. PS 704 E. MAIN STREET, SUITE 102 BATTLE GROUND, WA 98604 BOOK OUR PAGE 807

FILED FOR RECORD SKAPANIA 00. WASH BY Judson, Jeckson + Kurtz

AM 18 3 OF PH 'OI

AND TOR

GARY M. OLSON

COMMUNITY PROPERTY AGREEMENT

Reference: 010416

THIS COMMUNITY PROPERTY AGREEMENT, made and entered into this /3 day of April, 2001, by and between RICHARD E. TEMPLIN, hereinafter called "Husband," and GLADYS M. TEMPLIN, hereinafter called "Wife," husband and wife, both of whom are domiciled in the State of Washington. In consideration of the love and affection they each bear toward the other, and in consideration of their mutual agreements set forth below, the parties agree as follows:

- l. <u>Property Covered</u>: This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife, even though some of the items may have been or may be registered in the name of one or the other or both. If Husband dies and wife survives him by ten days, any separate property of Husband which is owned by Husband at the time of his death shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives her by ten days, any separate property of Wife which is owned by Wife at the time of her death shall become and be considered community property vested as of the moment of her death. All such property is referred to in this agreement as the "described community property."
- 2. Vesting at Death of a Spouse: If Husband dies and Wife survives him by ten days, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her by ten days, all of the described community property shall vest in Husband as of the moment of Wife's death.
- 3. <u>Disclaimer</u>: Upon the death of either spouse, the surviving spouse, or the surviving spouse's guardian, may disclaim any interest passing under this agreement in whole and in part, or with reference to specific parts, shares or assets thereof which such surviving spouse would otherwise receive under the provisions of this agreement.

COMMUNITY PROPERTY AGREEMENT - Page 1

BOOK 208 PAGE 808

- 4. Automatic Revocation: The agreement shall be deemed 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 the order of death cannot be ascertained.
- 5. Optional Revocation By One Party: If either party becomes disabled, the other party shall have the power to terminate the provisions of this agreement, and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. 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 person. 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 person is unable to manage his or her own affairs.
- 6. Revocation of Inconsistent Agreements: To the extent this agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects 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 set their hands the day and year first above mentioned.

RICHARD E. TEMPI IN

GLADYS M. TEMPLIN

COMMUNITY PROPERTY AGREEMENT - Page 2

PAGE 809

STATE OF WASHINGTON)

COUNTY OF CLARK

^AUBLIC

S WASHING

I certify that I know or have satisfactory evidence that RICHARD E. TEMPLIN and GLADYS M. TEMPLIN 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 $13^{1/4}$ day of April, 2001.

NOTARY PUBLIC in and for the State of Washington; my appointment expires: 10/22/0/

COMMUNITY PROPERTY AGREEMENT - Page 3