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Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

**SUPERIOR COURT OF WASHINGTON
COUNTY OF SPOKANE**

In re the Marriage of:

SIRINYA SURINA

Petitioner,

And

AARON MICHAEL SURINA

Respondent.

No. 17-3-01817-0

CR2A STIPULATION

PLEASE SEE ATTACHED

In re the Marriage of Surina
CR2A Stipulation
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March 25, 2019

Mr. Keith A. Glanzer
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via email: kagps70@hotmail.com

Re: In re: The Marriage of Surina
Spokane County Case No. 17-3-01817-0

Dear Keith,

This CR 2A letter of understanding and agreement is a mirror of the letter and agreement which you sent to me on March 8, 2019 with the exception that the CR 2A Agreement has been re-drafted to provide a reciprocal assurance to your client regarding the form of the Deed being used to convey the real property to the buyers pursuant to the Court ordered sale and the addition of your client into the preface to the Agreement.

As you are aware, the court entered an order on August 10, 2018 directing the parties to sell the family residence. It further ordered the parties to cooperate in listing and showing the home on a schedule designed to effectuate a sale of the residence. The court entered an additional order on January 3, 2019 appointing Petitioner, Sirinya Surina as the sole decision maker for the community with regard to the sale of the family residence without interference by the Respondent. Ms. Surina was also authorized to execute any and all documents required to effectuate the sale of the family residence.

Shortly after the January 3, 2019 was entered, a buyer was put under contract to purchase the house. First America Title Company (FATCO) required Respondent, Aaron Surina to sign an addendum to the Purchase and Sale as a seller in order to issue title insurance. Mr. Surina refused to sign the agreement apparently fearing he was giving up his legal argument that the family residence was his sole and separate property. He made additional demands regarding the Purchase and Sale Agreement to the point that FATCO withdrew itself from writing the title insurance and conducting the closing and transfer of the sale of the residence.

Mr. Surina has retained attorney Roger Coombs regarding the sale of the real property. The closing is set to occur no later than March 26, 2019. Mr. Surina is set to sign the closing documents today, March 25, 2019 by the end of the business day. It is my understanding that Mr. Coombs will attend the closing with Mr. Surina. The CR 2A Agreement set forth below is intended to isolate the characterization of the parties' interests expressly or implicitly in any

document associated with the real estate transaction from the judicial issue of whether all or any portion of the real property or its proceeds is separate property or community property in nature.

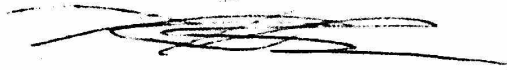
CR 2A Agreement.

Whereas Mr. Aaron Surina is concerned about his legal argument to claim the property as his sole and separate property, and Ms. Sirinya Surina is concerned about her legal argument to claim the property as community property, the parties stipulate and agree to enter into the following enforceable stipulation under CR 2A:

1. That neither party waives his or her legal arguments in regard to characterizing all or any portion of the subject real property and the proceeds thereof as separate or community property due to their signing of any document to related to the sale of the real property pursuant to the Court's August 10, 2019 Order including but not being limited to the Purchase and Sale Agreement, any extension or ancillary document associated with the Purchase and Sale Agreement, any deed, Seller's Statement and/or any other document associated with the closing of the sale of the real property forming the subject matter of the Court's August 10, 2018 Order. Further, no document signed by any party in the furtherance of the sale of the real property forming the subject matter of the Court's August 10, 2018 Order shall be admissible at any hearing or trial held in this matter on the issue of whether the real property is in whole or in part separate or community property.

Very truly yours,

RICHARD K. KUCK, PLLC



Richard K. Kuck
On behalf of Respondent Aaron Surina

"ACCEPTED, AGREED AND SO STIPULATED"

KEITH A. GLANZER, PS



Keith A. Glanzer
On behalf of Petitioner Sirinya Surina