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(360) 336-6587

DOCUMENT TITLE(S): COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBER(S):

GRANTOR: MARVID R. JOHNSON and DAGNIJA JOHNSON

GRANTEE: DAGNIJA JOHNSON

TAX PARCEL NUMBER: P69449 (4010-000-003-0007 )

LEGAL DESCRIPTION: Lot 3, "PLAT OF SKAGIT BEACH NO. 3, A REPLAT OF A PORTION OF TRACT "C" OF SKAGIT BEACH NO. 1, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 9 of Plats, page 26, records of Skagit County, Washington; TOGETHER WITH that portion of Tract 1, "PLAT NO. 16, TIDE AND SHORELANDS OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 2 EAST W.M., LACONNER HARBOR, SKAGIT COUNTY, STATE OF WASHINGTON", according to the plat thereof on file in the office of the Board of State Land Commissioners at Olympia, Washington, lying within said Lot 3 and lying within the Northerly and Southerly lines, extended, of said Lot 3 of said "PLAT OF SKAGIT BEACH NO. 3, A REPLAT OF A PORTION OF TRACT "C" OF SKAGIT BEACH NO. 1, SKAGIT COUNTY, WASHINGTON.

Situate in Skagit County, Washington.

## COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 22nd day of February, 2021, between MARVID R. JOHNSON and DAGNIJA JOHNSON, Husband and Wife, both of whom are domiciled in the State of Washington. In consideration of their mutual promises set forth below, the parties agree as follows:

A. *Revocation of Prior Agreements.* If before this date the parties have executed a community property agreement or any other agreement other than a Will or trust which is signed by both of them and which specifically provides for the disposition of their community property at the time either or both of them die, then any such agreement is terminated by this Agreement.

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

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

D. *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, and in default thereof according to the laws of intestacy as governed by the statutes of the State of Washington then in effect.

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

F. *Optional Revocation by One Party.* This Agreement may be terminated by either party acting alone by delivery of a written notice of revocation to the other party or the other party's legal representative, and by recording such revocation with the county where the parties are currently residing.

If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as agent to become effective upon disability to exercise such power. Such termination shall be effective upon the delivery of

