

After Recording, please return to:

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REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 04/14/2023

<b>Document Title(s):</b>  <b>Community Property Agreement</b>
<b>Reference Number(s) of Documents assigned or released:</b> (on page __ of document(s))
<b>Grantor(s):</b>  <b>Thomas H. Larsen</b>  <b>Additional Names on page    of document.</b>
<b>Grantee(s):</b>  <b>Sue H. Larsen</b>  <b>Additional Names on page    of document.</b>
<b>Abbreviated Legal Description:</b>  <b>Lot 4, SP-04-010, AF #200706040018, being a ptn SE NE, 23-35-1 E W.M.</b>  <b>Additional legal is on page    of document.</b>
<b>Tax Parcel Number(s):</b>  <b>350123-0-009-0300/P126175</b>

## COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between THOMAS H. LARSEN and SUE H. LARSEN, husband and wife ("the Spouses"), both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the Spouses hereby agree as follows:

- A. Status of Property. All property of whatever nature or description; whether real, personal, or mixed and wherever located; now owned, or hereafter acquired by the Spouses or either of them, shall be considered and hereby is declared to be community property.
- B. Disposition of Property. Upon the death of one of the Spouses survived by the other Spouse, all the then-existing community property of the Spouses, real and personal, shall vest in and become the sole property of the surviving Spouse in fee simple.
- C. Termination. This Agreement may be terminated upon mutual, written agreement of the Spouses or their acting Attorney(s)-in-fact. In the absence of other evidence indicating the Spouses' intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon the occurrence of one or more of the following events:
- (1) Upon either Spouse filing a petition, complaint, or other pleading for legal separation, dissolution of the marriage, or to have the marriage declared invalid.
  - (2) Immediately prior to death if both Spouses should die simultaneously or under circumstances where the order of death cannot be ascertained.
- D. Optional Revocation by One Spouse. If either Spouse becomes incapacitated, the other Spouse shall have the power to revoke this agreement. The termination shall be effective upon the delivery of written notice thereof to the incapacitated Spouse and to the guardians, if any, of the person and of the estate of the incapacitated person. For purposes of this paragraph, a Spouse shall be deemed incapacitated upon receipt by the other Spouse of written notice, signed by the incapacitated Spouse's duly-licensed attending physician or by two duly-licensed physicians who have examined the incapacitated Spouse, declaring that the incapacitated Spouse is unable to manage his or her own affairs.
- E. Disclaimer. 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 assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph B had been revoked as to such interest, with the surviving Spouse entitled to the benefits provided by any alternate disposition.

