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Gordon Thomas Honeywell LLP  
PO Box 1157  
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Skagit County Auditor

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## Community Property Agreement

**Grantor(s):** Richard A. Andersen, et ux

**Grantee(s):** Helen Ann Andersen, et vir

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THIS AGREEMENT, made and entered into on October 9, 2007, by and between **Richard A. Andersen and Helen Ann Andersen**, husband and wife, who reside in Burlington, Skagit County, Washington. In consideration of their mutual agreements 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 (except for assets for which a separate beneficiary designation has been or is hereafter made by husband or wife and approved by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. If husband dies and wife survives, any separate property of husband which is owned by husband at the time of his death (except for assets for which husband has made a separate beneficiary designation other than by will) shall become and be considered community property vested as of the moment of his death, and if wife dies and husband survives her, any separate property of wife which is owned by wife at the time of her death (except for assets for which wife has made a separate beneficiary designation other than by will) shall become and be considered community property vested as of the moment of her death. All such property is regarded to in this agreement as the "described community property."

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*Helen Ann Andersen*  
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*[Signature]*

2. Vesting at death of a spouse: If husband dies and wife survives him, 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, all of the described community property shall vest in husband as of the moment of wife's death.

3. 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 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. Automatic revocation: The provisions of paragraph 2 shall be automatically revoked.  
a. Upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or  
b. Upon the establishment of a domicile out of the State of Washington by either party; or  
c. 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 any or all provisions of this document 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 guardian(s), if any, of the person and of the estate of the disabled person. For purposes of this paragraph, "disability" shall mean any period that such party is unable to effectively communicate by reason of injury, disease or other cause. Disability shall include a party's inability to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, dementia, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Although not a requirement to establish disability, 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. Powers of appointment: This agreement shall not affect any power of appointment now held by or hereafter given to husband or wife or both of them, nor shall it obligate husband or wife or both of them to exercise any such power of appointment in any way.

7. Revocation of earlier or inconsistent agreements: We hereby mutually revoke any community property agreements executed prior to this agreement. To the extent this agreement is inconsistent with any provisions of any other arrangement previously made by the parties that affects the

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