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Skagit County Auditor

4/22/2014 Page

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\$75.00

Return address:

McCUNE, GODFREY & EMERICK, INC., P.S.
1107 N.E. 45th, St. Suite 330 smc
Seattle, WA 98105

Document Title:

1. Community Property Agreement

Grantor(s):

1. COOK, David W., deceased
2. COOK, Sandra L., surviving spouse

Grantee(s):

1. COOK, David W., deceased
2. COOK, Sandra L., surviving spouse

Legal description abbreviated:

Lot 12 Shorewood

Assessor's Parcel Number: n/a

P69171

AFTER RECORDING RETURN TO:

Edwin Emerick, Jr.
McCUNE, GODFREY & EMERICK, INC., P.S.
1107 NE 45th St. #330
Seattle, WA 98105

COMMUNITY PROPERTY AGREEMENT

This agreement is made in Seattle, Washington, on the date noted by the signatures below, between DAVID W. COOK ("Husband") and SANDRA L. COOK ("Wife"), husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Property Covered. This agreement shall apply to all property now owned or hereafter acquired by husband and wife, 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. All such property shall be community property and is referred to in this agreement as the "described community property".

2. Vesting at Death of Spouse. If husband dies and wife survives him by thirty (30) 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 thirty (30) days, 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, portions, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest, with the surviving spouse entitled to the benefits provided, if any, by any alternate disposition by Will or according to law.



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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 separate domicile out of the State of Washington by either party; or
- (c) Immediately prior to death, if neither party survives the other by thirty (30) days.

5. Optional Revocation by One Party—Power of Attorney. If either party becomes disabled, the other party, or any attorney-in-fact for the disabled party, shall have the power on behalf of the disabled party to agree to revoke this agreement and/or terminate the provisions of paragraph 2, and each party designates the other as his or her attorney-in-fact, to become effective upon and to continue notwithstanding and during any such disability, to exercise this power. Such power of attorney is coupled with an interest and is generally irrevocable, but may be revoked by a guardian upon court order. The termination of this agreement shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian, if any, of the person and of the estate of the disabled spouse.

For the purpose of this paragraph 5, a spouse shall be deemed disabled if a person licensed to practice medicine in the State of Washington signs a writing declaring that the named person is significantly impaired respecting management of his or her affairs.

A spouse or a spouse's attorney-in-fact may use the durable power of attorney provided for herein to revoke this agreement in order to permit all property of the spouses to be transferred to one spouse, to be established in the form of an annuity, to be transferred to a trustee, or to one or more children, or others, if such transfer or arrangement will, according to law, facilitate qualification by one or both of the spouses, immediately or over time, for assistance from governmental or other assistance agencies for medical care, nursing home care,



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