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Skagit County Auditor

Return Address:

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Document Title:

Community Property Agreement

Reference Number (if applicable): \_\_\_\_\_

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

1) Swanberg, Alan K.

2) \_\_\_\_\_

Grantee(s):

☐ additional grantor names on page \_\_\_\_.

1) Swanberg, Rita L.

2) \_\_\_\_\_

Abbreviated Legal Description:

☐ full legal on page(s) \_\_\_\_.

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page \_\_\_\_.

## **COMMUNITY PROPERTY AGREEMENT**

**THIS IS AN AGREEMENT** dated this 4<sup>th</sup> day of April, 2000, between **ALAN K. SWANBERG** ("Husband") and **RITA L. SWANBERG**, ("Wife"), husband and wife, pursuant to the provisions of RCW 26.16.120, providing for agreements between husband and wife for the fixing of the status and disposition of community property to take effect upon the death of either.

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. **Property Covered.** This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife and to all separate property now owned or hereafter acquired by either Husband or Wife, which shall be considered and is declared to be the community property of the parties (except for property for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved in writing 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. All such property is referred to in this agreement as the "described community property."

2. **Vesting at Death of a Spouse.** If one spouse dies and the other spouse survives by ten (10) days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

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 property. The interest disclaimed shall pass as if the provisions of Section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

4. **Property Held in Joint Tenancy.** Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only and such property shall be community property and ownership and title shall vest as provided in Section 2 above.

5. **Automatic Revocation.** The provisions of Section 2 above 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. Immediately prior to death if neither party survives the other by ten (10) days.

6. **Optional Revocation by One Party.** If either party becomes disabled, the other party shall have the power to terminate the provisions of Section 2 above. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled spouse. Each party designates the other party as attorney-in-fact to become effective upon disability to agree to the termination. For the purposes of this paragraph, 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 named spouse is unable to manage his or her own affairs.

7. **Revocation of Inconsistent Agreements.** To the extent this agreement is inconsistent with the provisions of any community property agreement, Will or other arrangement previously made by either or both of the parties that affect the described community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

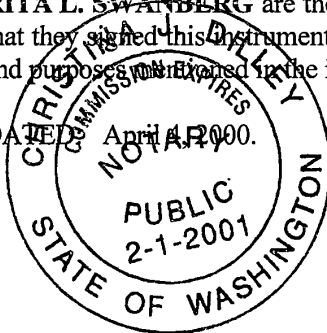
  
ALAN K. SWANBERG


  
RITA L. SWANBERG

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **ALAN K. SWANBERG** and **RITA L. SWANBERG** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED April 4, 2000.



  
Notary Public  
Christina J. Dilley  
(Type or Print Name)  
My Commission Expires: 2-1-2001