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Seattle, Washington 98101

### **COMMUNITY PROPERTY AGREEMENT**

**Reference numbers of related documents:** None

**Grantors:**

1. Laurice G. Brooks
2. Betty M. Brooks

**Grantees:**

1. Laurice G. Brooks
2. Betty M. Brooks

**Date of Document:** June 3, 2015

**Legal Description:**

LOT 31, BLOCK A, PLAT OF CAPE HORN ON THE SKAGIT, AS RECORDED IN VOL. 8, PAGES 92 TO 97 INCL. OF PLATS, RECORDS OF SKAGIT COUNTY.

SUBJECT TO: (A) RESTRICTIONS, RESERVATIONS, AGREEMENTS AND EASEMENTS OF RECORD INCLUDING THOSE SHOWN ON THE FACE OF SAID RECORDED PLAT  
(B) USE OF SAID PROPERTY FOR RESIDENTIAL PURPOSES ONLY.  
(C) QUESTIONS THAT MAY ARISE DUE TO SHIFTING OF SKAGIT RIVER.  
(D) THE CHARGES AND ASSESSMENTS AS PROVIDED FOR IN, AND FOR THE PURPOSES SET FORTH IN THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF CAPE HORN MAINTENANCE CO.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**Assessor's Property Tax Parcel Account Number:** P62885

### COMMUNITY PROPERTY AGREEMENT

Agreement made in King County, Washington on this 3rd day of June, 2015, between Laurice G. Brooks, aka Laurice J. Brooks and Betty M. Brooks, 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 community property now owned by Husband and Wife, all separate property now owned by either of them, and all community property hereafter acquired by Husband and 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 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. 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) upon the establishment of a domicile out of the State of Washington by either party, or

(c) immediately prior to death, if neither party survives the other by ten days.

**5. 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

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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.

**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 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.

  
LAURICE G. BROOKS, aka Laurice J. Brooks

  
BETTY M. BROOKS

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

On this day personally appeared before me Laurice G. Brooks, aka Laurice J. Brooks and Betty M. Brooks to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

  
ENOCH V. MAFFEO, NOTARY PUBLIC in and for  
the State of Washington, residing at Renton  
My appointment expires: November 7, 2016

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