

FILED FOR RECORD AT REQUEST OF:

ELDER LAW OFFICES OF
MEYERS, NEUBECK & HULFORD, P.S.
2828 Northwest Avenue
Bellingham, WA 98225-2335

WHEN RECORDED RETURN TO:

THOMAS E. SWAPP & PEGGY A. SWAPP
1320 9th Street
Anacortes, WA 98221

COMMUNITY PROPERTY AGREEMENT

GRANTOR:	THOMAS E. SWAPP & PEGGY A. SWAPP
GRANTEE:	THOMAS E. SWAPP & PEGGY A. SWAPP
LEGAL DESCRIPTION:	None
PARCEL NO.:	None
REFERENCE NOS.:	None

THIS AGREEMENT made this 14th day of January, 2022, between THOMAS E. SWAPP ("Spouse" or "Spouse 1") and PEGGY A. SWAPP ("Spouse" or "Spouse 2"), Spouse 1 and Spouse 2, both of whom are domiciled in the State of Washington, pursuant to Section 26.16.120 of the Revised Code 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 or separate property now owned or hereafter acquired by Spouse 1 and Spouse 2 or either of them (except for assets for which a separate beneficiary designation has been or is hereafter made by Spouse 1 and Spouse 2 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. All such property is declared to be community property of Spouse 1 and Spouse 2 and is referred to in this Agreement as the "described community property".

2. Vesting at Death of a Spouse. Upon the first Spouse's death, should the surviving spouse survive the deceased Spouse by at least 30 days, then all of the described community property shall vest in the surviving Spouse as of the moment of deceased Spouse's death. Otherwise, said community property shall be distributed pursuant to the deceased Spouse's Last Will and Testament.

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shares, or assets thereof, in which event the interest disclaimed shall pass as if the provisions of Paragraph 2 had been revoked as to such interest with the surviving Spouse entitled to the benefits provided by any alternate disposition.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. Powers of Appointment. This Agreement shall not affect any power of appointment that is now held or is hereafter given to Spouse 1, Spouse 2, or either of them, nor shall it obligate Spouse 1, Spouse 2, or either of them, to exercise any such power of appointment in any way.

5. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement or other arrangement previously made by the parties affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

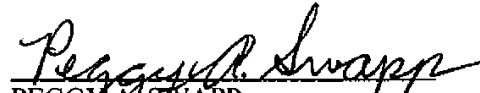
6. Automatic Revocation. The provisions of Paragraph 2 shall be automatically revoked:

- (a) Upon the establishment of a domicile outside the State of Washington by either spouse;
- (b) Upon the filing by either spouse of a petition, complaint or other pleading for separation, dissolution or divorce;
- (c) Immediately prior to death, if the order of death cannot be ascertained; or
- (d) If a Spouse has applied for federal or state benefits for the benefit of a disabled Spouse and the non-disabled Spouse dies first.

7. Optional Revocation by One Spouse. If either Spouse becomes incapacitated or disabled, the other Spouse shall have the power to terminate the provisions of Paragraph 2 and each Spouse designates the other as Attorney-in-Fact to become effective upon incapacity or disability thereof to the disabled Spouse and to the guardian(s), if any, of the person and estate of the incapacitated or disabled person. For the purposes of this paragraph, a Spouse shall be deemed incapacitated or disabled if: (a) a physician who has treated the Spouse for at least two (2) years certifies that the Spouse is unable to manage his/her own affairs; or (b) two (2) independent physicians so certify.

DATED as first above stated.

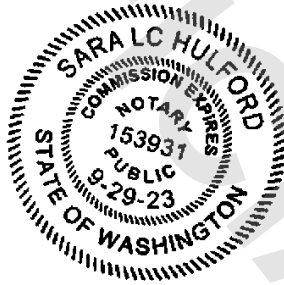

THOMAS E. SWAPP


PEGGY A. SWAPP

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me THOMAS E. SWAPP & PEGGY A. SWAPP 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.

GIVEN under my hand and official seal this 14th day of January, 2022.



A handwritten signature in black ink, appearing to read "Sara L.C. Hulford", written over a horizontal line.

SARA LC HULFORD
Notary Public in and for the
State of Washington
Residing in Bellingham, WA
My commission expires: 09-29-2023