Skagit County Auditor, WA

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Document Title(s):
Community Property Agreement
Reference Number(s) of Documents assigned or released: (on page of document(s))
(on page _ or decamena(o))
Grantor(s):
Mothy James Denison Fairbarns
Throtte Derivati Fattons
Additional Names on page of document.
Grantee(s):
Sarah Eleanor Gill-Spie Fairlains
sarah Eleanor Elinespie Halloams
Additional Names on page of document.
Abbreviated Legal Description:
Lot 8, Skyline No. 2
Additional legal is on page of document.
Tax Parcel Number(s):
3818-000-008-0008/P59053

COMMUNITY PROPERTY AGREEMENT OF TIMOTHY JAMES DENISON FAIRBARNS & SARAH ELEANOR GILLESPIE FAIRBARNS

This Agreement made this 23 day of July, 2014 between Timothy James Denison Fairbarns ("Husband" or "Spouse") and Sarah Eleanor Gillespie Fairbarns ("Wife" or "Spouse"), husband and wife, married May 19, 1984, 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 the mutual love and affection that we have for each other, and in consideration of the mutual benefits to be derived by each of us, it is hereby agreed, covenanted and promised as follows:

1. Property Covered

This Agreement shall apply to all community or separate property now owned or hereafter acquired by Husband and Wife or either of them (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband and 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. All such property is declared to be community property of Husband and Wife and is referred to in this Agreement as the "described community property".

2. Vesting at Death of a 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. Otherwise, said community property shall be distributed pursuant to Husband's Last Will and Testament. 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. Otherwise, said community property shall be distributed pursuant to Wife's Last Will and Testament.

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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 Husband, Wife, or either of them, nor shall it obligate Husband, Wife, 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 of both spouses, 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.

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7. Unilateral Revocation

Either spouse may unilaterally revoke this Agreement by instrument in writing for any reason that either spouse is his or her sole discretion determines to be appropriate, including, but not limited to, estate planning, qualification for federal or state benefits or other public entitlements, or for any other reason.

8. Optional Revocation by One Spouse Due to Incapacity of Other

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 or her own affairs; or (b) two (2) independent physicians so certify.

July L.J., 2014.

Janah T. S. Jain Cours

SARAH E. G. FAIRBARNS

STATE OF WASHINGTON)

SS.

COUNTY OF SKAGIT)

On this day personally appeared before me Timothy J. D. Fairbarns and Sarah E. G. Fairbarns, 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.

رِ4014 GIVEN under my hand and official seal this 22 day of July, 2014

Notary Public State of Washington ROSIE GATES-MALONE MY COMMISSION EXPIRES March 05, 2017

ROSIE GATES-MALONE

Notary Public

In and for the State of Washington

My appointment expires:

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