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Skagit County Auditor, WA

When Recorded-Return To: Skagit Law Group, PLLC P. O. Box 336 Mount Vernon, WA 98273 Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Lena Thompson
Affidavit No. 20240278
Date 04/17/2024

DOCUMENT TITLE(s): (or transactions contained therein)

COMMUNITY PROPERTY AGREEMENT

GRANTOR(s): (last name, first name and initials)

HAHN, RICHARD R. (now deceased) HAHN, CAROL E.

☐ Additional names on page of document

GRANTEE(s): (Last name, first name and initials)

HAHN, CAROL E. HAHN, RICHARD R. (now deceased) THE PUBLIC

☐ Additional names on page of document

ABBREVIATED LEGAL DESCRIPTION: (i.e., lot, block, plat or quarter, quarter, section, township and range):

P109089: UNIT 12, BUILDING 6, THE RIDGE CONDOMINIUM PHASES 1 AND 2 P65019; LOT 20, DEWEY BEACH ADDITION NO. 2

☐ Additional legal on page of document

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 4678-000-012-0000/P109089;

3901-000-020-0000/P65019

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is entered into this 14th day of July, 2005, by and between **RICHARD R. HAHN** and **CAROL E. HAHN**, husband and wife, in accordance with 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.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. Status of Property. The parties hereby agree that all of the property now owned or hereafter acquired by either (except for after-acquired property which may be designated as separate property by Husband or Wife and approved in writing by the other spouse), even though some items may have been acquired by one or the other or both, or may have been registered or titled in the name of one or the other or both, shall constitute their community property under the laws of the State of Washington. All such property is referred to in this agreement as the "described community property."
- 2. <u>Vesting at Death of Spouse</u>. 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 being entitled to any 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 the absolute ownership and title of all such property shall vest immediately in the survivor of the parties hereto, as provided herein.
- 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

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- 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 Sections 1 and/or 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, 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 affects 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 have hereto executed this agreement the day and year first above written.

RICHARD R. HAHN, Husband

CAROL E. HAHN, Wife

STATE OF WASHINGTON

COUNTY OF SKAGIT

SS

I certify that I know or have satisfactory evidence that RICHARD R. HAHN and CAROL E. HAHN 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of July, 2005.

Printed Name

NOTARY PUBLIC in and for the State of Washington

e Szurek

My Commission Expires

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