

**FILED FOR RECORD AT REQUEST OF:**

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

**WHEN RECORDED RETURN TO:**

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

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**COMMUNITY PROPERTY AGREEMENT**

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**GRANTOR:** VIRGIL J. NORDGULEN  
**GRANTEE:** SHIRLEY F. NORDGULEN  
**PARCEL NUMBER:** None  
**LEGAL DESCRIPTION:** None  
**REFERENCE NUMBER:** None

COMMUNITY PROPERTY AGREEMENT  
Coverpage

**ELDERLAW**  
MEYERS, NEUBECK & HULFORD

2828 Northwest Ave, Bellingham, WA 98225  
T: 360.647.8846 F: 360.647.8854

**FILED FOR RECORD AT REQUEST OF:**

ELDER LAW OFFICES OF BARRY M. MEYERS, P.S.  
2828 Northwest Avenue  
Bellingham, WA 98225-2335

**WHEN RECORDED RETURN TO:**

VIRGIL & SHIRLEY NORDGULEN  
3810 Dogwood Place  
Mount Vernon, WA 98274

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**COMMUNITY PROPERTY AGREEMENT**

GRANTOR (Husband): VIRGIL J. NORDGULEN  
GRANTEE (Wife): SHIRLEY F. NORDGULEN  
LEGAL DESCRIPTION: None  
ASSESSOR'S TAX PARCEL ID#: None  
REFERENCE NOS. OF DOCUMENTS: None

THIS AGREEMENT made this 30<sup>th</sup> day of September, 2016, between VIRGIL J. NORDGULEN ("Husband" or "Spouse") and SHIRLEY F. NORDGULEN ("Wife" or "Spouse"), husband and wife, 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 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".

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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.

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, 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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