

**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. 20250763  
Date 03/18/2025

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

**COMMUNITY PROPERTY AGREEMENT**

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

**TERESITA M. DEL ROSARIO (now deceased)**  
**CEZAR DEL ROSARIO**

☐ *Additional names on page \_\_\_\_ of document*

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

**CEZAR DEL ROSARIO**  
**TERESITA M. DEL ROSARIO (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):

0.1387 ac) LOT 86, HIGHLAND GREENS DIVISION 1, PHASE A, A PLANNED UNIT DEVELOPMENT, RECORDED, MAY 22, 2014 UNDER AUDITOR'S FILE NO. 201405220062, RECORDS OF SKAGIT COUNTY, WASHINGTON.

☐ *Additional legal on page \_\_\_\_ of document*

**ASSESSOR'S PARCEL/TAX I.D. NUMBER:** P131919

**REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:**

☐ *Additional reference numbers on page \_\_\_\_ of document*

## Community Property Agreement

This Community Property Agreement (hereinafter referred to as "this Agreement") is entered in on OCT 25 2007 by and between CEZAR DEL ROSARIO and TERESITA M. DEL ROSARIO (hereinafter sometimes collectively referred to singly as a "Party" or collectively as "Parties").

### Article 1 Recitals and Terms

**Section 1.1 Living Trust Agreement.** The Parties have entered into a Revocable Living Trust Agreement, known as the DEL ROSARIO LIVING TRUST dated OCT 25 2007, (hereinafter, "Trust").

**Section 1.2 Community Property Estate.** The term "Community Property" as used in this Agreement shall refer to any and all property in which the Parties have present and existing interests under Washington or Idaho Law. The term Trust Community Property Estate shall refer to that portion of the Community Property held by the Trustee of the Trust and governed by the provisions of Washington or Idaho Law.

**Section 1.3 Separate Property Estate.** The term "Separate Property" as used in this Agreement shall refer to any and all property in which the Parties have present and existing interests under Washington or Idaho Law. The term Trust Separate Property Estates shall refer to that portion of the Parties' Separate Property held by the Trustee of the Trust.

**Section 1.4 Retirement Assets.** The term "Retirement Assets" means an annuity, employee pension plan, a qualified or nonqualified plan of deferred compensation, an individual retirement account or individual retirement annuity ("IRA"), or similar arrangement. The term includes any plan or arrangement described in Internal Revenue Code §§401(a), 403, or 408(a), (b) or (k).

### Article 2 Estate Planning Objectives

**Section 2.1 Objectives.** The parties desire to enter into a comprehensive agreement concerning the following estate planning objectives:

**Section 2.1.1 Clarification of Character of Property.** Clarification of the character of their various property interests.

**Section 2.1.2 Aggregate Community Property Theory.** The provision for an aggregate theory non pro-rata division of their Community Property when the community terminates on the death of either of them pursuant to Washington Law or Idaho Law.

**Section 2.1.3 Allocation of Retirement Assets.** The provision that Retirement Assets shall be allocated to the surviving spouse and that the balance of the Community Property Estate shall be divided between the deceased spouse and the surviving spouse to accomplish an overall division that is as equal as possible in the aggregate value of assets allocated to each.

### **Article 3 Agreement**

In order to give effect to their intent, the Parties agree as follows:

**Section 3.1 All Property is Community Property.** The Parties mutually agree that all property now owned or hereafter acquired by either or both Parties shall be the community property of the Parties, including Retirement Assets and property interests that up to the date of this Agreement may have constituted Separate Property or quasi-community property. The Parties mutually agree that all property held amongst themselves in joint tenancy and property held amongst themselves or with others as tenants in common or in any other manner shall be community property. This Agreement is specifically intended to be an "express declaration" by each party to hold all such property as community property, as required under Washington and Idaho Law.

**Section 3.2 Exception for Gifts, Bequests and Devises.** Notwithstanding the provisions of Section 3.1, those assets previously or hereafter acquired by either Party by gift, devise, bequest or descent, as well as the earnings of such assets and the proceeds of their sale or exchange, are specifically excepted from the terms of this Agreement and shall remain the separate property of the Party acquiring such assets, unless thereafter transmuted to community property by an express declaration as required under Washington and Idaho Law.

**Section 3.3 Exception for Certain Joint Tenancy Assets.** Notwithstanding the provisions of Section 3.1, the Parties agree that the following assets held by them as joint tenants (whether now owned or hereafter acquired) shall be owned by them as true joint tenants and not as community property:

**Section 3.3.1 Checking Accounts.** Checking accounts which are jointly titled between the Parties and not a part of the Trust Estate.

**Section 3.3.2 Automobiles.** Automobiles which are jointly titled between the Parties and not a part of the Trust Estate.

**Section 3.3.3 Joint Property with Third Party.** Property owned by one of the Parties and third party in joint tenancy.

**Section 3.4 Effect of Joint Tenancy.** The parties understand and agree, with respect to joint tenancy assets listed in Section 3.3, that:

**Section 3.4.1 One Half Interest as Separate Property.** Each Party owns an undivided one-half interest in such assets as his or her separate property; and

**Section 3.4.2 Survivorship.** Upon the death of the first of the Parties to die, the deceased spouse's interest in such joint assets will pass by operation of law to the surviving joint tenant, notwithstanding anything to the contrary in the deceased spouse's Will or in the Trust.

**Section 3.5 Community Property Agreement.** The Parties agree that each of them owns an undivided one-half interest in the total aggregate value of their Community Property as provided by Washington and Idaho Law, rather than an undivided one-half interest in each and every community property asset.

**Section 3.6 Division of Community Property.** Following the death of the first of the Parties to die, the Parties intend to effect a division of their Community Property in order to accomplish their certain estate planning objectives. Accordingly, the Parties agree that:

**Section 3.6.1 Surviving Spouse.** The surviving spouse will own all of the Retirement Assets (including the deceased spouse's community property interest in the Retirement Assets) and his or her share of the other Community Property (less the value of one-half of the Retirement Assets).

**Section 3.6.2 Deceased Spouse.** The deceased spouse's share will consist of his or her share of the Community Property (excluding any interest in Retirement Assets) plus other Community Property assets as equal as possible in value to the value of one-half of the Retirement Assets). For purposes of this division, all assets shall be valued as of the date of death of the deceased spouse.

**Section 3.7 Discretion to Divide Community Property Estate.** The Parties further agree that the division of Community Property as agreed by the Parties and set forth in this Agreement shall be accomplished through the discretion of the then acting trustee of the Trust who shall select those assets from the Trust Community Estate that shall constitute the deceased Party's interest in the Community Property, and with regard to any Community Property that is subject to a probate administration, the personal representative of the deceased Party's estate shall select those assets, if any, that shall constitute the deceased Party's interest in the Community Property.

**Section 3.8 Surviving Spouse's Right to Change Beneficiary of Retirement Assets.** The Parties expressly agree that, subsequent to said death and division of property, the surviving spouse shall have an unrestricted right to change the beneficiary designation of all or any part of the Retirement Assets, and elect a different benefit or payment option with respect to all or any part of the Retirement Assets.

**Section 3.9 Binding Agreement.** This Agreement shall be binding on the administrators, executors, successors, and assigns of the Parties hereto.

**Section 3.10 Modifications.** The Parties acknowledge that this Agreement is the only property agreement between them. Any modifications or changes to such Agreement must be in writing, must make specific reference to this Agreement, and must be executed by each Party. If a Party is unable to so execute a modification or change by reason of incapacity, such modification may be executed by the agent under such Party's Durable Power of Attorney for Property or a court appointed conservator of such Party's estate.

**Section 3.11 Severability.** If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable.

**Section 3.12 Governing Law.** All matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Washington.

**Section 3.13 Waiver of Non-marital and Other Rights.** Each Party acknowledges that he or she has had an opportunity to discuss with an independent attorney the rights that each may have gained by reason of contracts between them, their non-marital relationship, past conduct, and statements made orally to each other; and by this Agreement each of them waives and renounces all claims, interests, or rights that he or she might have acquired by reason of any such contracts, relationships, conduct or statements.

**Section 3.14 Joint Representation by Attorney.** The parties have consented to joint representation by MOULTON LAW OFFICES, P.S., a Professional Law Corporation, for purposes of drafting and reviewing the contents of this Agreement. In view of the possibility of conflicting legal and property interests between the Parties, each Party has been encouraged to obtain independent counsel to advise him or her concerning this Agreement and each Party knowingly and voluntarily waives the right to do so.

The parties signed this Property Agreement on the date first written above.



CEZAR DEL ROSARIO

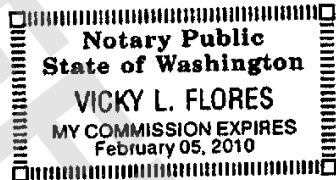
  
TERESITA M. DEL ROSARIO

STATE OF WASHINGTON           )  
COUNTY OF SPOKANE        )       SS

I certify that I know or have satisfactory evidence that the above individuals, CEZAR DEL ROSARIO and TERESITA M. DEL ROSARIO, 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 and deed for the uses and purposes mentioned in the instrument.

DATED: OCT 25 2007



Vicky L. Flores  
Notary Public in and for the State  
Of Washington, residing at Spokane  
My commission expires: 2/5/10