

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

COMMUNITY PROPERTY AGREEMENT

GRANTOR(S):	EDWARD H. SANDERS AND DAPHNE J. SANDERS
GRANTEE(S):	EDWARD H. SANDERS AND DAPHNE J. SANDERS
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

COMMUNITY PROPERTY AGREEMENT

This is an agreement entered into this 11th day of November, 2004, by and between **EDWARD H. SANDERS** and **DAPHNE J. SANDERS**, 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.

2. Vesting at Death of Spouse. 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 The interest disclaimed shall pass as if the provisions of Section 2 above had been revoked as to such interest, with the surviving spouse entitled to any benefits provided by any alternate disposition applicable to the disclaimed interest.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. 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.

Community Property Agreement - 1

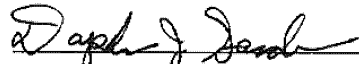
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ORIGINAL

6. 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 affect 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 Community Property Agreement the day and year first above written.


EDWARD H. SANDERS, Husband


DAPHNE J. SANDERS, Wife

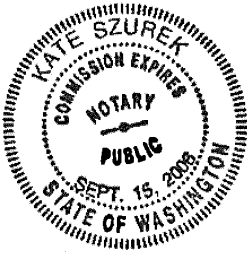
STATE OF WASHINGTON

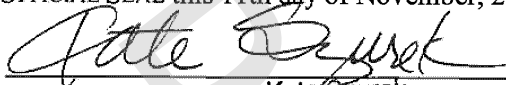
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that **EDWARD H. SANDERS** and **DAPHNE J. SANDERS** 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 11th day of November, 2004.




Kate Szurek

Printed Name _____
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 9/15/2006