

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

GRANTORS: MONTE E. BIANCHI
GRANTEES: MARCIA A. BIANCHI
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 **COMMUNITY PROPERTY AGREEMENT** dated March 23, 2017, is between **Monte E. Bianchi and Marcia A. Bianchi**, (the "parties"), as husband and wife.

The parties are married to each other, are residents of the State of Washington, and desire to enter into this Agreement in order to set forth the status of their property as Community Property and to provide for its disposition to the survivor of them at the death of the first of them to die.

WHEREFORE, the parties revoke all prior Community Property Agreements and any other agreement regarding the status or disposition of his, her, or their property to the extent of any inconsistency with this Agreement and agree as follows:

1. Financial Disclosure. Each party has fully disclosed to the other party his/her assets, incomes, debts, and liabilities, and the other party is satisfied that full disclosure has been made.

2. Status of Property. All property of whatever nature or description, whether real, personal, or mixed, and wherever located, within or without the State of Washington, now owned or hereafter acquired by either party or both of the parties shall be and is the Community Property of the parties.

3. Disposition of Property. Upon the death of either party survived by the other party, all interest of the deceased party in the then current Community Property of the parties shall pass to and become the sole and separate property of the survivor of the parties.

4. Disclaimer. Upon the death of either party survived by the other party, the surviving spouse may disclaim, in whole or in part, and if in part, any specific part, share, or asset, any interest passing under this Agreement. Upon such disclaimer, the disclaimed interest shall pass as if Paragraph 3 immediately above had been revoked as to that interest at the deceased spouse's death but with the surviving spouse continuing to be entitled to any benefits by any alternative disposition.

5. Automatic Revocation of Paragraph 3. Paragraph 3 above shall be automatically revoked upon the occurrence of any of the following events:

- * The simultaneous death of both parties or if the order of their deaths cannot be reasonably determined, or
- * The filing in a Court of competent jurisdiction by either party or both parties of a Petition for Marital Dissolution or Legal Separation followed by the death of either party survived by the other party before such proceeding is either dismissed, abandoned, or completed, with its completion being determined by the filing of a Petition for Dissolution, Legal Separation, or Marital Invalidity, respectively.

6. Revocation of Paragraph 3 by Disability. If either party becomes disabled, the other party may revoke Paragraph 3 but only by a writing signed by that party and acknowledged before a Notary Public. For purposes of this paragraph, a party shall be "disabled" if he/she is:

- * Determined in a writing to be unable to adequately manage his/her property or financial affairs by the party's treating physicians or two independent physicians, or
- * Found to be legally disabled by a Court of competent jurisdiction.

7. Revocation of Paragraph 3 by Both Parties. Paragraph 3 may be revoked by both parties but only by a writing signed by both parties and acknowledged before a Notary Public.

8. Independent Counsel. Each party recognizes that he/she has the right to be represented by independent counsel as regards the advisability of his/her entering into this Agreement and waives that right.

