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JONES BUTLER DOLAN, PS P.O. Box 458 Stanwood, WA 98292 360-336-2939

11/25/2025 08:36 AM Pages: 1 of 4 Fees: \$305.50 Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY JUNA MONTHSON
DATE 11-25-25

COMMUNITY PROPERTY AGREEMENT

Document Title: Community Property Agreement

Grantor: Harry E. McGrath, Jr.

Grantee: Karen A. McGrath

Address: 1812 40th Court

Anacortes, Washington 98221

Assessor Parcel No: P32141(350125-3-0087-0200)

Abbreviated Legal: Ptn NE SW, 25-35-1, E W.M. (Aka Lot 2, #SP-04-001).

Reference Number: 201710180011; 202511210035

Subject to: Easements, restrictions and reservations of record.

Legal Description: Lot 2, Nelson Short Plat No. SP-04-001, approved February

6, 2008, under AFN 200802080129, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 35 North, Range

1 East, W.M.

Situated in County of Skagit, State of Washington.

Community Property Agreement

COMMUNITY PROPERTY AGREEMENT OF HARRY E. McGrath, Jr. & Karen A. McGrath

This Agreement made this <u>5</u> day of September, 2024, between Harry E. McGrath, Jr. ("Husband" or "Spouse") and Karen A. McGrath ("Wife" or "Spouse"), husband and wife, married November 5, 1978, 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 the mutual love and affection that we have for each other, and in consideration of the mutual benefits to be derived by each of us, it is hereby agreed, covenanted and promised 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."

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.

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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 of both spouses, 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.

7. Optional Revocation by One Spouse Due to Incapacity of Other

If either Spouse becomes incapacitated or disabled, the other Spouse shall have the power to terminate the provisions of Paragraph 2 and each Spouse designates the other as Attorney-in-Fact to become effective upon incapacity or disability thereof to the disabled Spouse and to the guardian(s), if any, of the person and estate of the incapacitated or disabled person. For the purposes of this paragraph, a Spouse shall be deemed incapacitated or disabled if: (a) a physician who has treated the Spouse for at least two (2) years certifies that the Spouse is unable to manage his or her own affairs; or (b) two (2) independent physicians so certify.

Septembér

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this day personally appeared before me Harry E. McGrath, Jr. and Karen A. McGrath to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of September. 2024

VIRGINI**A** E. LYSTER

Notary Public

In and for the State of Washington My appointment expires: 11-19-2027