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Mount Vernon, WA 98273

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DOCUMENT TITLE(S): COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBER(S): N/A

GRANTOR: MARY LUETTE STULL, SURVIVING  
SPOUSE OF DONALD BYRON STULL  
(DECEASED)

GRANTEE: PUBLIC

ASSESSOR'S PARCEL NUMBER: P21825 (340313-3-012-0002)

LEGAL DESCRIPTION: The South Half of the West Half of the South  
Half of the North Half of the Southwest  
Quarter of the Southwest Quarter of Section  
13, Township 34 North, Range 3 East of the  
Willamette Meridian;

Situated in Skagit County, Washington.

## COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT made and entered into this 30 day of April, 1998, is by and between DONALD BYRON STULL and MARY LUETTE STULL, husband and wife, of Everett, Snohomish County, Washington, and is pursuant to the provisions of 26.16.120, Revised Code of Washington, providing for agreements between husband and wife for the fixing of the status and disposition of community property to take effect upon the death of either.

### WITNESSETH:

That in consideration of the love and affection that each of said parties has for the other and in consideration of the mutual benefits to be derived by the parties hereto, it is hereby agreed, covenanted and promised as follows:

FIRST: That all property of whatsoever nature or description, whether real, personal or mixed and wheresoever situated, now owned or hereafter acquired by them or either of them, including any separate property, shall be considered and is hereby declared to be community property, and each hereby conveys and quitclaims to the other his or her interest in any separate property he or she may now own or hereafter acquire so as to convert the same to community property.

SECOND: That upon the death of either of the parties hereto, with the other party surviving, title to all community property as defined in the preceding paragraph shall immediately vest in fee simple in the survivor of them.

THIRD: That upon commencement by either party hereto of any legal action affecting or purporting to affect the marital relationship between them, e.g., a dissolution of marriage action, it is hereby agreed, covenanted and promised that all property of whatsoever nature or description, whether real, personal or mixed and wheresoever situated, now owned by them which is otherwise community property by virtue of this agreement, shall be considered and is hereby declared to be the separate property of the party who acquired the same historically or who

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formally owned it as separate property but for the legal effect of paragraph FIRST of this agreement, and each hereby conveys and quitclaims to the other his or her interest in any such property he or she may now own or hereafter acquire so as to convert the same to separate property.

FOURTH: The survivor may disclaim any interest passing under the terms of this agreement in whole or in part, or with reference to specific assets, parts, portions or shares thereof, in the same manner as provided by law for disclaimers of testamentary bequests, and the disclaimed interest shall pass as if this agreement had been revoked as to the disclaimed property immediately prior to the death of the decedent.

FIFTH: Each party recognized that s/he has been informed of her/his right to be represented by independent counsel in the negotiation and drafting of this agreement. Each party, acting for her/himself alone, does by her/his signature hereto waive said right, and states that s/he has had adequate, full and fair disclosure of all assets now owned and the value of each involved in this agreement, has had as much opportunity as they each desire to inquire as to the consequences of this agreement, and obtain advice thereon.

SIXTH: This Agreement may be terminated upon mutual agreement of the parties in writing. Even if not so terminated, it shall be deemed mutually terminated and revoked, and shall have no further force and effect upon the occurrence of any of the following events:

1. Upon the parties' or either of them establishing domicile in another state;
2. Immediately prior to death, if the order of death cannot be ascertained.

If termination occurs under this paragraph the redeeding provided in paragraph THIRD above shall, unless otherwise agreed, shall be deemed to have occurred therewith.

SEVENTH: If either party becomes disabled, the other party shall have the power to terminate this agreement acting as attorney in fact for the disabled party under an appropriate Power of Attorney, or under the provisions hereof. Each party hereto designates the other as her/his attorney in fact, effective upon disability, to exercise such power, in addition to any other power of attorney which may have been, be, or may be executed with concurrent power. Such a termination shall become effective upon written notice thereof to the disabled spouse and to her/his guardian, if any. "Disabled," as used herein, shall mean a written determination of a physician that the individual is unable to manage her/his own affairs.

EIGHTH: This Agreement shall not affect any powers of appointment now or hereafter held by either or both spouses, and shall not obligate both or either of them to exercise any such powers of appointment.

NINTH: If the parties to this agreement have executed wills, either in conjunction with this

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agreement or at some other time, then the survivor shall have the right to proceed under the will of the deceased spouse, as the surviving spouse shall elect.

TENTH: Where survivorship is raised in this agreement as a condition, it shall require that one party to this agreement survive the other by more than thirty (30) days.

IN WITNESS WHEREOF, the said DONALD BYRON STULL and MARY LUETTE STULL have hereunto set their hands this 30 day of April, 1998.

Donald B. Stull  
DONALD BYRON STULL

Mary Luette Stull  
MARY LUETTE STULL

WITNESSES:

Kathleen Hansen

Kathleen Roberts



STATE OF WASHINGTON)  
) ss.  
COUNTY OF SNOHOMISH)

THIS CERTIFIES that on this 30 day of April, 1998, personally appeared before me DONALD BYRON STULL and MARY LUETTE STULL to me known to be the individuals who executed the foregoing instrument and acknowledged the same as their free and voluntary acts and deeds, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Ian G. Millikan

Print Name IAN G. MILLIKAN  
NOTARY PUBLIC in and for the State of  
Washington, residing at Arbuton  
My appointment expires: 7-1-2000