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Skagit County Auditor

After Recording Return To:

K. T. Esp, Attorney at Law
301 Prospect Street
Bellingham, WA 98225

DOCUMENT TITLE: **COMMUNITY PROPERTY AGREEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: **NOT RECORDED**

GRANTORS: **JEFFREY FRANCIS & TAMELA FRANCIS**

GRANTEES: **JEFFREY FRANCIS & TAMELA FRANCIS**

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made this 23rd day of September, 2021, between **JEFFREY FRANCIS** ("Husband") and **TAMELA FRANCIS** ("Wife"), husband and wife, both of whom are domiciled in Washington state. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. **Property Affected.** This agreement shall apply to all property now owned by either Husband or Wife and all property acquired after the signing of this agreement by either Husband or Wife, even though some items may have been or may be purchased or acquired by one or the other or both. All of this property is referred to in this agreement as the "described community property."

1.1 **Automatic Revocation.** The provisions of paragraph 1 shall not affect the character of property acquired after either party files a petition, complaint or other pleadings for separation, dissolution or divorce, or upon the parties living separate and apart from one another for more than one year. Husband and Wife shall not be considered as living separate and apart from one another if one of them is in a hospital, assisted living facility, convalescent center, nursing home or is institutionalized.

2. **Vesting at Death of a Spouse.** If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

2.1 **Automatic Revocation.** The provisions of paragraph 2 shall be automatically revoked:

a. Upon the filing by either party of a petition, complaint or other pleadings for separation, dissolution or divorce, or upon the parties living separate and apart from one another for more than one year;

b. Upon the establishment of a domicile out of Washington state by either party; or

c. Immediately prior to death, if the order of death cannot be ascertained.

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, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to that interest by any alternative disposition.

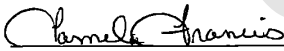
4. **Powers of Appointment.** This agreement shall not affect any power of appointment now held by or given after the date of this agreement to Husband or Wife or both of them, nor shall it obligate Husband or Wife or both of them to exercise any power of appointment in any way.

5. **Revocation of Inconsistent Agreements.** To the extent this agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this agreement shall be deemed to revoke the prior provisions.

6. **Optional Revocation by One Spouse.** If either spouse becomes mentally or physically disabled, as described below, the other spouse shall have the power to terminate the provisions of this agreement and each spouse designates the other as attorney-in-fact to become effective upon such disability to exercise such power. For purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in Washington state signs a statement declaring that the spouse is unable to manage his or her own affairs.



JEFFREY FRANCIS



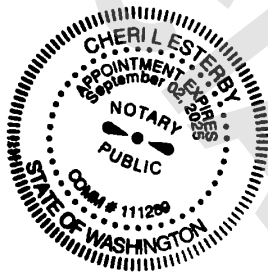
TAMELA FRANCIS

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **JEFFREY FRANCIS** and **TAMELA FRANCIS** are the persons who appeared before me, and said persons acknowledged that they signed this **COMMUNITY PROPERTY AGREEMENT**, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

(SEAL/STAMP)

Dated: September 23, 2021.





NOTARY PUBLIC

Printed Name: Cheri L. Esterby

My Commission Expires: September 2, 2025