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Skagit County Auditor, WA

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When Recorded-Return To:
Skagit Law Group, PLLC
P. O. Box 336
Mount Vernon, WA 98273

DOCUMENT TITLE(s): *(or transactions contained therein)*

COMMUNITY PROPERTY AGREEMENT

GRANTOR(s): *(last name, first name and initials)*

ANDREWS, SCOTT A. (now deceased)
HARDT, MARY MAE

☐ *Additional names on page _____ of document*

GRANTEE(s): *(Last name, first name and initials)*

HARDT, MARY MAE
ANDREWS, SCOTT A. (now deceased)
WASHINGTON STATE

☐ *Additional names on page _____ of document*

ABBREVIATED LEGAL DESCRIPTION: (i.e., lot, block, plat or quarter, quarter, section, township and range):

LOT 63, HILLTOP HAVEN

☐ *Additional legal on page _____ of document*

ASSESSOR'S PARCEL/TAX I.D. NUMBER: P81339; 4393-000-063-0001

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

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COMMUNITY PROPERTY AGREEMENT

This Agreement is made on this 12 day of June, 2018 between Scott Alan Andrews and Mary Mae Hardt, husband and wife, domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. **Property Covered**. This Agreement shall apply to all community property now owned or hereafter acquired by husband and wife (except for assets for which a separate beneficiary designation has been or is hereafter made by husband or wife and approved by the other spouse in writing) 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. If husband dies and wife survives, any separate property of husband which is owned by husband at the time of his death (except for assets for which husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if wife dies and husband survives her, any separate property of wife which is owned by wife at the time of her death (except for assets for which wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property 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, 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.

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 an alternate disposition.

4. **Automatic Revocation**. The provisions of Paragraph 2 shall be automatically revoked

(a) Upon filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or

(b) Upon the establishment of a domicile out of the State of Washington by either party; or

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

5. **Optional Revocation by One Party** If either party becomes disabled, the other party shall have the power to terminate the provisions of Paragraph 2 and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians(s), if any, of the person and of the estate of the disabled person. 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 person is unable to manage his or her own affairs.

6. **Powers of Appointment**. This Agreement shall not affect any power of appointment now held by or hereafter given to husband or wife or both of them, nor shall it obligate husband or wife or

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both of them to exercise any such power of appointment in any way.

7. **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 such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, Scott Alan Andrews and Mary Mae Hardt have set their signatures on this 12 day of June, 2018.

Scott Alan Andrews

Mary Mae Hardt

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Scott Alan Andrews and Mary Mae Hardt, husband and wife, are the persons who appeared before me, acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: June 12, 2018

ANDREW C SCHUH
NOTARY PUBLIC
COMMISSION EXPIRES 1-29-22
STATE OF WASHINGTON

PLACE NOTARY SEAL IN THIS BOX

ACS

Andrew C. Schuh, Notary Public
My appointment expires 1-29-22