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P. O. Box 228
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| DOCUMENT TITLE: | Community Property Survivorship Agreement |
| Reference Document: | NONE |
| Grantor(s): | Janice Hamilton & Neil Hamilton, Co-Personal Representatives of the Estate of Lynn Hamilton |
| Grantee(s): | Janice Hamilton |
| Abbreviated legal: | 1. LT 12, NELSON-OSLON REPLAT, LTS 14 & 17, BLK 138<br>2. LT 13, NELSON-OLSON REPLAT, LTS 14 & 17, BLK 138 |
| Parcel / Tax ID Number: | 1. P72757 / 4090-000-012-0017<br>2. P72758 / 4090-000-013-0008 |

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# COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 16th day of February, 2011, between RICHARD A. HAMILTON and LYNN A. HAMILTON, Husband and Wife, both of whom are domiciled in the State of Washington. In consideration of their mutual promises set forth below, the parties agree as follows:

A. *Revocation of Prior Agreements.* If before this date the parties have executed a community property agreement or any other agreement other than a Will or trust which is signed by both of them and which specifically provides for the disposition of their community property at the time either or both of them die, then any such agreement is terminated by this Agreement.

B. *Property Covered.* This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife. Any separate property of either, [now owned or hereafter acquired,] shall become and be considered community property upon the death of the party owning said separate property. All such community property is referred to in this Agreement as the "subject property."

C. *Vesting at Death.* On the death of either Husband or Wife, all of the subject property shall vest in the survivor of them.

D. *Disclaimer.* Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimed shall pass under the terms and conditions of any validly executed Will which the decedent may have executed, and in default thereof according to the laws of intestacy as governed by the statutes of the State of Washington then in effect.

E. *Automatic Revocation.* In the absence of other evidence indicating the party's intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon either party's filing a petition, complaint or other pleading for dissolution of their marriage or divorce, or upon a court of competent jurisdiction dissolving the marriage or granting a decree of divorce or separate maintenance to either of them.

F. *Optional Revocation by One Party.* This Agreement may be terminated by either party acting alone by delivery of a written notice of revocation to the other party or the other party's legal representative, and by recording such revocation with the Skagit County, Washington, Recorder's Office where real property transactions in Skagit County, Washington are recorded.

If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective



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**Lawrence A. Pirkle**
**Attorney at Law**
**(360) 336-6587**

upon disability to exercise such power. Such termination shall be effective upon the delivery of written notice thereof to the disabled spouse, and to the guardian, if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if such spouse's regularly attending physician signs a statement declaring that such spouse is unable to manage his or her own affairs; or if such spouse has no regularly attending physician, if such a statement is signed by two qualified physicians who have adequately examined the disabled spouse. An adjudication of incompetence by a court of competent jurisdiction shall also be proof of a spouse's disability for purposes of this paragraph.

*G. Powers of Appointment.* This Agreement shall not affect any power of appointment now held by or hereafter given to either party, nor shall it obligate either of them to exercise any such power of appointment in any way.

*H. Survivorship.* As used herein, the term "survivor survive," or "survivorship" shall mean living for a period of thirty (30) days following the death of the first of the aforementioned parties to die.

Richard A. Hamilton
RICHARD A. HAMILTON

Lynn A. Hamilton
LYNN A. HAMILTON

STATE OF WASHINGTON )
) ss
COUNTY OF SKAGIT )

On this day personally appeared before me, RICHARD A. HAMILTON and LYNN A. HAMILTON, to me known to be the individuals described in and who executed the within and foregoing instrument, 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 16th day of February, 2011.

Lawrence A. Pirkle
Notary Public, State of Washington
My Commission Expires 5-07-2011

LAWRENCE A. PIRKLE
NOTARY PUBLIC in and for the
State of Washington
Residing at Mount Vernon
My Commission Expires: 5/7/11



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