

*Return to:
Barbara Richards
P.O. Box 173
Carson, WA 98610*

COMMUNITY PROPERTY AGREEMENT

THIS PROPERTY STATUS AND COMMUNITY PROPERTY AGREEMENT is between JOSEPH F. RICHARDS and BARBARA J. RICHARDS, husband and wife, of Carson, Washington.

1. DECLARATIONS.

The parties hereto are husband and wife and are residents of the State of Washington and were married at Stevenson, Washington, on May 1, 1949.

2. CONSIDERATIONS.

FOR AND IN CONSIDERATION of the love and affection that we have one for the other, and in consideration of the mutual help each will be to the other in the future, and for the consideration of the commingling of their joint efforts and earnings and property, it is hereby agreed as herein provided.

3. AMENDMENTS, ETC.

3.1 Amendments. This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.

3.2 Effect of Divorce or Dissolution of Marriage. Unless otherwise provided in the divorce or dissolution decree or in the property settlement agreement, this agreement shall be revoked by any decree divorcing the spouses or dissolving their marriage.

3.3 Effect of Incompetency. Upon disability or incompetency of either spouse, this Agreement may be modified or revoked by the other spouse, if such spouse has been granted the disabled or incompetent spouse's power of attorney to make such revocation of this instrument

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pursuant to specific provisions of a written durable power of attorney. If, prior to the death of either spouse, a legal guardian other than a spouse is appointed over the property of one of the spouses on account of incompetency, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this agreement. Hearing on the petition shall be held after giving such notice to all interested parties as may be ordered by the court. If, after the hearing, the court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection toward all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse. The power to amend or revoke this agreement by court order shall not be construed to limit or nullify other provisions for amendment or revocation of this instrument provided above.

3.4 Effect of Domicile Change. Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

4. COMMUNITY PROPERTY.

All property owned by the spouses, or either spouse, is and shall be regarded as community property, regardless of the date of acquisition and including all property of any nature whatsoever, whether real, personal, or mixed, and wheresoever situated, now owned or hereafter acquired by either party, with the separate property of the other and thereafter to regard all commingled property as community property under the laws of the state of Washington.

5. VESTING OWNERSHIP ON DEATH.

Immediately upon the death of the first spouse, all community property shall become the sole and separate property of the surviving spouse with full power to bargain, sell, convey and otherwise dispose of community property described herein.

6. DISCLOSURE OF PROPERTY.

Each of the spouses acknowledges that they have fully disclosed to the other spouse the nature, value and extent of their entire separate estates.

7. 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,

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in which event the interest disclaimed shall pass as if the provisions of paragraph II had been as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition

8. WAIVER OF RIGHTS.

Each of the spouse's hereby waives any legal, equitable or statutory claim each may have under the laws of the State of Washington to any share of the other's estate upon the other's death, including but not limited to an award in lieu of homestead, as provided by the Revised Code of Washington. The waiver expressed hereby shall not prohibit or preclude either spouse from making voluntary inter vivos gifts of property or providing for testamentary distribution of property to the other spouse.

9. LEGAL COUNSEL.

Each of the spouses acknowledges that this agreement was prepared by GREG CALL, attorney at law, at the request and direction of each spouse and that each has had a fair opportunity to obtain independent legal counsel to advise each as to the legal affect this agreement may have on their individual property rights.

10. THIRD PARTY BENEFICIARIES.

The parties intend that this agreement shall be binding on each parties' heirs and beneficiaries, and the personal representative's of their respective estates.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington.

DATED this 9th day of November, 2004.

Joseph F. Richards
JOSEPH F. RICHARDS

Barbara J. Richards
BARBARA J. RICHARDS

J.F.R. B&B
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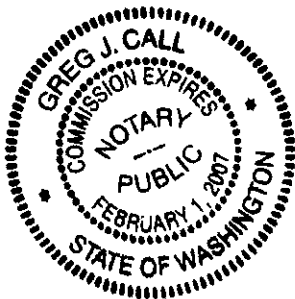
STATE OF WASHINGTON)

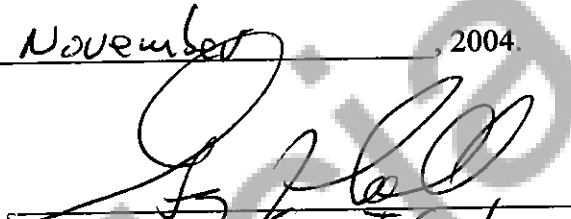
: ss.

County of Clark)

I certify that JOSEPH F. RICHARDS and BARBARA J. RICHARDS, husband and wife, appeared personally before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 9 day of November, 2004.





Greg J. Call
NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver. My
Commission expires: 2-1-07

 
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