

Betty May Smith  
PO Box 546  
Carson WA 98610

## COMMUNITY PROPERTY AGREEMENT

This **COMMUNITY PROPERTY AGREEMENT** dated Dec 1, 2011, is between RICHARD EULA SMITH and BETTY MAY SMITH (the "parties"), as husband and wife.

The parties are married to each other, are residents of the State of Washington, and desire to enter into this Agreement in order to set forth the status of their property as Community Property and to provide for its disposition to the survivor of them at the death of the first of them to die.

**WHEREFORE**, the parties revoke all prior Community Property Agreements and any other agreement regarding the status or disposition of his, her, or their property to the extent of any inconsistency with this Agreement and agree as follows:

1. **Financial Disclosure.** Each party has fully disclosed to the other party his/her assets, incomes, debts, and liabilities, and the other party is satisfied that full disclosure has been made.
2. **Status of Property.** All property of whatever nature or description, whether real, personal, or mixed, and wherever located, within or without the State of Washington, now owned or hereafter acquired by either party or both of the parties shall be and is the Community Property of the parties.
3. **Disposition of Property.** Upon the death of either party survived by the other party, all interest of the deceased party in the then current Community Property of the parties shall pass to and become the sole and separate property of the survivor of the parties.
4. **Disclaimer.** Upon the death of either party survived by the other party, the surviving spouse may disclaim (in whole or in part, and if in part, any specific part, share, or asset) any interest passing under this Agreement. Upon such disclaimer, the disclaimed interest shall pass as if Paragraph 3 immediately above had been revoked as to that interest at the deceased spouse's death but with the surviving spouse continuing to be entitled to any benefits by any alternative disposition.

**5. Automatic Revocation of Paragraph 3.** Paragraph 3 immediately above shall be automatically revoked upon the occurrence of any of the following events:

- a) The establishment of a domicile outside the State of Washington by either party.
- b) The simultaneous death of both parties or their death if its order cannot be reasonably determined.
- c) The filing in a Court of competent jurisdiction by either party or both parties of a Petition for Marital Dissolution, Legal Separation, or Declaration of Marital Invalidity followed by the death of either party survived by the other party before such proceeding is either dismissed, abandoned, or completed, with its completion being determined by the entry of an Order of Dissolution, Legal Separation, or Marital Invalidity, respectively.

**6. Optional Revocation of Paragraph 3 by Either Party.** If either party becomes disabled, the other party may revoke Paragraph 3 above but only by a writing signed by that party and acknowledged before a Notary Public. For purposes of this paragraph, a party shall be "disabled" if he/she is:

1. Determined in a writing to be unable to adequately manage his/her property or financial affairs by two independent physicians, or
2. Found to be legally disabled by a Court of competent jurisdiction.

**7. Optional Revocation of Paragraph 3 by Both Parties.** Paragraph 3 above may be revoked by both parties but only by a writing signed by both of them and acknowledged before a Notary Public.

**8. Independent Counsel.** Each party recognizes that he/she has the right to be represented by independent counsel as regards the advisability of his/her entering into this Agreement and waives that right.

IN WITNESS WHEREOF, the Parties have signed this Agreement on Dec 1-11, 2011.

Richard E. Smith  
RICHARD EULA SMITH

Betty May Smith  
BETTY MAY SMITH  
Betty May Smith

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me RICHARD EULA SMITH and BETTY MAY SMITH, proven to be the individuals described in and who executed the within and foregoing Community Property Agreement, 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 on: \_\_\_\_\_, 2011.

NOTARY PUBLIC in & for Washington  
My appointment expires on: \_\_\_\_\_

State of Washington  
County of Skamania  
On this 1 day of Dec, 2011, Betty May Smith  
personally appeared before me,  
☒ who is personally known to me,  
\_\_\_\_ whose identity I verified on the basis of \_\_\_\_\_,  
\_\_\_\_ whose identity I verified on the oath/affirmation of \_\_\_\_\_,  
a credible witness,  
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.  
[Signature]  
My Commission Expires: 8/19/15 Notary Public

