

Filed for and return to:  
LAW OFFICE OF DANIEL J. APPEL  
124 N. Wenatchee Ave., Suite A  
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04 and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.  
\* \* \* \* \*

Grantor(s): John T. Appel  
Grantee(s): Betty Ann Appel  
Reference Number(s) of Documents Assigned or Released: None  
Abbreviated Legal Description: N/A  
Complete or Additional Legal Description on page \_\_\_\_ of Document  
Assessor's Parcel Numbers: N/A

COMMUNITY PROPERTY AGREEMENT  
OF  
JOHN T. APPEL AND BETTY ANN APPEL

THIS AGREEMENT is made between JOHN T. APPEL ("Husband"), and BETTY ANN APPEL ("Wife"), both of whom are domiciled in Peshastin, Chelan County, 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 property for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse) 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. Any separate property of the first spouse to die which is owned by that spouse at the time of death (except for property for which a separate beneficiary designation has been made other than by will) shall become and be

considered community property as of the moment of the death of the first spouse to die. All such property is referred to in this Agreement as the "described community property."

2. Vesting at Death of a Spouse. If one spouse dies and the other spouse survives by thirty (30) days, all of the described community property shall vest in the surviving spouse as of the moment of the death of the first spouse to die.

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 property. The interest disclaimed shall pass as if the provisions of Paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition of the disclaimed interest.

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

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

4.2 Upon the establishment of a domicile out of the State of Washington by either party; or

4.3 Immediately prior to death, if neither party survives the other by thirty (30) days.

5. Optional Revocation by One Party. If either party becomes disabled, the other party, or his or her duly appointed agent under a valid and enforceable durable power of attorney, 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 guardian, if any, of the person and of the estate of the disabled person. For purposes of this Paragraph 5, 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 both, to exercise any such power of appointment in any way.

7. Independent Counsel. Each spouse recognizes that he or she has the right to be represented by independent counsel in arriving at this Agreement and hereby

waives said right and states that each has had an adequate, fair, and full disclosure of all assets now owned and the value of each involved in this Agreement.

8. Revocation of Prior Community Property Agreement and Inconsistent Agreements. To the extent this Agreement is inconsistent with any provisions of any other community property agreement or other agreement 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.

DATED this 7 day of September, 2010.

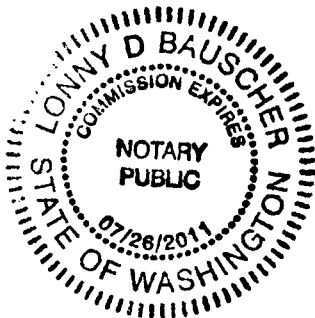
  
JOHN T. APPEL

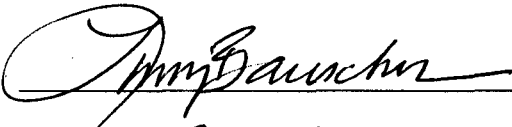
  
BETTY ANN APPEL

STATE OF WASHINGTON )  
 )ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that JOHN T. APPEL and BETTY ANN APPEL, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated this 7<sup>th</sup> day of September, 2010.



  
Lonny Bauscher  
(Printed Name)  
NOTARY PUBLIC, State of Washington,  
My Appointment Expires 07/26/2011