

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2023.
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. *Please type or print.*

Form 84 0001a

Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Paula A. Polumsky
Estate of Steve Polumsky, deceased
Mailing address 2150 2nd Avenue
City/state/zip Clarkston WA 99403
Phone (including area code) _____

2 Buyer/Grantee

Name Paula A. Polumsky
Mailing address 2150 2nd Avenue
City/state/zip Clarkston WA 99403
Phone (including area code) _____

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name Paula A. Polumsky
Mailing address 2150 2nd Avenue
City/state/zip Clarkston WA 99403

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
10411000800010000	<input type="checkbox"/>	191,700.00
10560009600920000	<input type="checkbox"/>	68,055.00
_____	<input type="checkbox"/>	_____

4 Street address of property 2150 2nd Ave, Clarkston, WA and Land Only, Anatone, WA

This property is located in Asotin Unincorp (for unincorporated locations please select your county) **X**

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

-see attached legal

5 Land use code 91 Undeveloped land (land only)

Enter any additional codes 11
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) Yes No

6 Is this property designated as forest land per RCW 84.33? Yes No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No

Is this property receiving special valuation as historical property per RCW 84.26? Yes No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: does does not qualify for continuance.

Deputy assessor signature _____ Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____ Signature _____

Print name _____ Print name _____

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Paula A. Polumsky
Name (print) Paula A. Polumsky
Date & city of signing 8-18-23, Clarkston, WA

Signature of grantee or agent Paula A. Polumsky
Name (print) Paula A. Polumsky
Date & city of signing 8-18-23, Clarkston, WA

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX

*SEE INSTRUCTIONS

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption.
WAC number (section/subsection) 82.45.1974(A) 458-61A-202(6)(c)
Reason for exemption Inheritance, Community Property-Lack of Probate

Type of document Affidavit of Survivorship with Community Property Agr
Date of document 12/30/20

Gross selling price	0.00
*Personal property (deduct)	0.00
Exemption claimed (deduct)	0.00
Taxable selling price	0.00
Excise tax: state	0.00
Less than \$525,000.01 at 1.1%	0.00
From \$525,000.01 to \$1,525,000 at 1.28%	0.00
From \$1,525,000.01 to \$3,025,000 at 2.75%	0.00
Above \$3,025,000 at 3%	0.00
Agricultural and timberland at 1.28%	0.00
Total excise tax: state	0.00
Local	0.00
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	0.00
*State technology fee	5.00
Affidavit processing fee	5.00
Total due	10.00

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of 5 years, or by a fine not to exceed \$10,000, or both.

To ask about the availability of this publication, or for more information, please call 360-705-6705. Teletype

PAID

AUG 21 2023

ASOTIN COUNTY
TREASURER

56292

Print on legal size paper
Page 1 of

ATEC
CL# 47571
AH

6. As of the date of death, the value of all of our community property was approximately THREE HUNDRED THOUSAND DOLLARS (\$300,000), decedent's half being approximately ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

7. Under the terms of the Community Property Agreement, title to all real property of the community vests immediately in the survivor upon the death of either party to the agreement. Among other items of community property was the following described real estate:

Part of Lots 7 and 8 of Block "E3" of Clarkston Heights according to plat recorded in Book B of Plats, page 109, in Asotin County Washington, described as follows:

Beginning at the Southwest corner of Lot 8 of Block "E3" of Clarkston Heights, said point being at the intersection of the center lines of the county roads; thence northerly a distance of 331.0 feet along the center line of the county road to the Northwest corner of said Lot 8; thence deflect right $70^{\circ} 19'$ a distance of 499.0 feet along the northerly boundary line of said Lot 8 to the place of beginning; thence deflect right 91° a distance of 311.7 feet to a point on the South boundary Line of Lot 8 and the center line of the county road; thence deflect left 91° a distance of 15 feet to the corner common to Lots 7 and 8 on the South side; thence continue on this course 119.5 feet; thence deflect left $84^{\circ} 10'$ a distance of 313.18 feet to a point on the North boundary Line of Lot 7; thence deflect left $95^{\circ} 50'$ a distance of 38.83 feet to the corner common to Lots 8 and 7 on the North side; thence continue on this course a distance of 121.00 feet to place of beginning.

SUBJECT to that certain first Deed of Trust dated July 13, 1979, from Brian K. Behler and Margo D. Behler, husband and wife, as grantors, to Pioneer National Title Insurance Company as trustee, for Lewis and Clark Savings and Loan Association as beneficiary, recorded July 14, 1979, as Instrument 143994, records of Asotin County, Washington.

AND EXCEPTING rights of the public in and to that portion with roads or rights of way.

RESERVING and SUBJECT TO; An Easement 15 feet in width along the Westerly boundary line of the above described premises, appurtenant to the adjoining real estate of Grantors herein, for the construction, installation, repair, maintenance and replacement of water, sewer, gas, electrical and other utility lines.

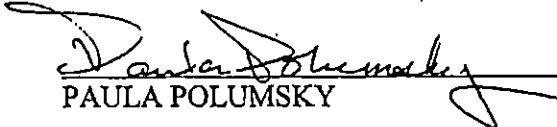
SUBJECT TO: All rights of way for public utilities and public roads as the same now exist over across the herein described property.

Parcel Nos: 1-056-00-096-0092-0000, and 7-056-00-096-0092-0000

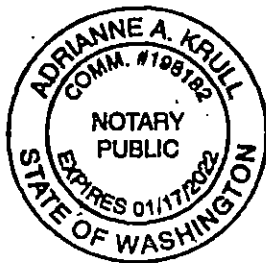
Commonly known as undeveloped land.


8. This affidavit is made to induce title insurance companies to issue their policies of title insurance on real property passing to the undersigned surviving spouse by virtue of the Community Property Survivorship Agreement in reliance upon the representations set forth above.

DATED: 3rd day of December, 2020.


PAULA POLUMSKY

SIGNED AND SWORN to before me this 3rd day of December, 2020, by PAULA POLUMSKY.




Notary Public in and for the State of Washington,
residing at Clarkston. Expires: 1/17/2022

child, and surviving parents, brothers and sisters of decedent):

HEIRS AT LAW

<u>Name and Address</u>	<u>Relationship</u>	<u>Age</u>
PAULA POLUMSKY 2150 2 nd Ave. Clarkston, WA 99403	Spouse	Legal
SAMANTHA ANN TIMME 45030 Clark Drive California, MD 20619	Daughter	Legal
AARON MILUS POLUMSKY 23158 W. Summit Dr. Missoula, MT. 59803	Son	Legal
ANGELA DAWN STRICKLAND 3604 18 th Street C Lewiston, ID 83501	Daughter	Legal

4. All the debts of the decedent and/or the marital community, including but not limited to all expenses of decedent's last illness, funeral and burial, and all applicable federal and state succession or inheritance taxes, have been fully paid or provided for, except as follows:

None.

5. A true copy of Community Property Agreement dated May 11, 1995, and recorded October 21, 2020, under Asotin County Auditor's Receiving No. 368499 is attached. The parties to the agreement were legally competent at the time of the agreement and executed no subsequent wills or agreements which would have the effect of abrogating or nullifying the agreement.

6. As of the date of death, the value of all of our community property was approximately THREE HUNDRED THOUSAND DOLLARS (\$300,000), decedent's half being approximately ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

7. Under the terms of the Community Property Agreement, title to all real property of the community vests immediately in the survivor upon the death of either party to the agreement. Among other items of community property was the following described real estate:

Part of Lots 7 and 8 of Block "E3" of Clarkston Heights according to plat recorded in Book B of Plats, page 109, in Asotin County Washington, described as follows:

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AND EXCEPTING rights of the public in and to that portion with roads or rights of way.

Parcel Number: 1-041-10-008-0001-0000

Commonly known as 2150 2nd Ave., Clarkston, Asotin County, Washington.

And;

That part of the Southwest Quarter of the Southeast Quarter of the Southeast quarter and the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 20, Township 8 North, Range 45 East, W. M., Asotin County, Washington, more particularly described as follows;

Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter; thence Southwesterly to a point on the south line of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter; thence West along said South line 330 feet, more or less, to the Southwest corner of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter; thence continue West along the South line of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter a distance of 330 feet; thence Northeasterly to the Northwest corner of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter; thence East along the North line of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter to the place of beginning.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement 20 feet in width for ingress and egress over the roadway which presently exists on the following described premises, running from the County Road through said premises to the above described parcel:

All that part of the NW1/4SE1/4 and the NE1/4SE1/4 and the NW1/4SE1/4SE1/4 lying South of the County Road and that part of the NE1/2SW1/4SE1/4 of the Section 20 of Township 8 North, Range 45, East of the Willamette Meridian, Asotin County, Washington, more particularly described as follows:

Beginning at the Southeast corner of Said NE1/4SW1/6SE1/4; thence North 45°00' West to a point on the County Road; thence Northeasterly along said County Road to a point on the North line of said NE1/4SW1/4SE1/4; thence East along said North line to the Northeast corner of said NE1/4SW1/4SE1/4; thence South along the East line of said NE1/4SW1/4SE1/4 to the place of beginning.

RESERVING and SUBJECT TO; An Easement 15 feet in width along the Westerly boundary line of the above described premises, appurtenant to the adjoining real estate of Grantors herein, for the construction, installation, repair, maintenance and replacement of water, sewer, gas, electrical and other utility lines.

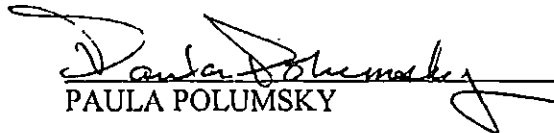
SUBJECT TO: All rights of way for public utilities and public roads as the same now exist over across the herein described property.

Parcel Nos: 1-056-00-096-0092-0000, and 7-056-00-096-0092-0000

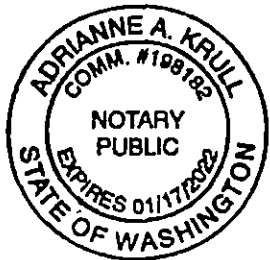
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DATED: 3rd day of December, 2020.


PAULA POLUMSKY

SIGNED AND SWORN to before me this 3rd day of December, 2020, by PAULA POLUMSKY.




Notary Public in and for the State of Washington,
residing at Clarkston. Expires: 1/17/2022

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
State of Idaho
CERTIFICATE OF DEATH

THIS COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR WITHIN THE DEPARTMENT OF HEALTH AND WELFARE, SHALL BE USED IN PLACE OF THE ORIGINAL OF THIS DOCUMENT FOR ALL PURPOSES.

Local Reg. No. _____

DECEDENT	1. DECEDENT'S LEGAL NAME (Include AKA's if any) (Print, Middle, Last, Suffix) STEVEN JOHN POLUMSKY		2. SEX MALE	3. SOCIAL SECURITY NUMBER [REDACTED]
MORTICIAN: Complete within 5 Days of Death	4a. AGE-Last Birthday 62 (Years)	4b. UNDER 1 YEAR Months: _____ Days: _____	4c. UNDER 1 DAY Hours: _____ Minutes: _____	5. DATE OF BIRTH (Mo/Day/Yr) 10/04/1957
	6. RESIDENCE - STATE OR FOREIGN COUNTRY WASHINGTON		7a. CITY OR TOWN CLARKSTON	7b. ZIP CODE 99403
	7c. STREET AND NUMBER 2150 2ND AVE		7d. APT. NO. _____	7e. BRIDGE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PARENTS	8. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never married <input type="checkbox"/> Unknown		9. SPOUSE'S NAME (If wife, give maiden name) PAULA OXFORD	
	10. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	11a. FATHER'S NAME (Print, Middle, Last, Suffix) DONALD POLUMSKY	11b. BIRTHPLACE (State, Territory, or Foreign Country) WASHINGTON	
INFORMANT	12a. MOTHER'S MAIDEN NAME (Print, Middle, Last, Suffix) MAXINE BERLINGHOFF		12b. BIRTHPLACE (State, Territory, or Foreign Country) IDAHO	
	13a. INFORMANT'S NAME (Type or print) PAULA POLUMSKY		13b. RELATIONSHIP TO DECEDENT SPOUSE	13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 2150 2ND AVE CLARKSTON, WA 99403
DISPOSITION	14. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Removal from Idaho <input type="checkbox"/> Other (Specify) _____		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) CLARKSTON VINELAND CEMETERY 1141 VINELAND DRIVE CLARKSTON, WASHINGTON	
	16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY MERCHANT FUNERAL HOME 1000 SEVENTH STREET CLARKSTON, WASHINGTON 99403		17. LICENSE NUMBER (Of licensee) P1555	
PLACE OF DEATH	17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH ELECTRONICALLY FILED: RICHARD C. LASSITER		18. YEARS CORONER CONTACTED DUE TO CAUSE OF DEATH? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	19a. IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> JCOOA <input type="checkbox"/> Hospice facility		19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Nursing home/Long term care facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Other (Specify) FENN RANGER STATION	
DATE OF DEATH	20. FACILITY NAME (If not JCOOA, give street and number) SELWAY ROAD		21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE KOOSKIA, ID 83539	
	22. COUNTY OF DEATH IDAHO		23. DATE OF DEATH (Mo/Day/Yr) (Spell month) August 23, 2020	
CAUSE OF DEATH	24. TIME OF DEATH (24hr) 13:45		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) August 23, 2020	
	26. TIME PRONOUNCED DEAD (24hr) 13:45		27. CAUSE OF DEATH PART I: Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or vascular fluctuation without showing the etiology. DO NOT ABBREVIATE. Give only one cause on a line. COLD WATER DROWNING DUE TO (or as a consequence of): _____ DUE TO (or as a consequence of): _____ DUE TO (or as a consequence of): _____	
REAS 32-30 TO BE USED FOR EXTERNAL CAUSES ONLY (CORONER)	28. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		29. IF FEMALE (Aged 10-64): <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 42 days to 1 year before death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Unknown if pregnant within the past year	
	30. DATE OF INJURY (Mo/Day/Yr) (Spell month) August 23, 2020		31. TIME OF INJURY (24hr) 12:02	
CERTIFIER	32. LOCATION OF INJURY: State IDAHO City/Town or County KOOSKIA, IDAHO Zip Code 83539		33. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined	
	34. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.) SELWAY RIVER		35. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
REGISTRAR	36. DESCRIBE HOW INJURY OCCURRED: IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, IF APPLICABLE DECEASED WAS GETTING A CAPIZED CANOE COULD NOT HANG ON AND WATER WAS TOO DEEP		37. TRANSPORTATION? (If a, was decedent?) <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify) _____	
	38. TRANSPORTATION? (If a, was decedent?) <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify) _____		39. WHAT SAFETY DEVICES (S) DID DECEDENT USE? (EMPLOY?) <input type="checkbox"/> Seat belt <input type="checkbox"/> Child safety seat <input type="checkbox"/> Helmet <input type="checkbox"/> Air bag <input type="checkbox"/> None <input type="checkbox"/> Unknown	
CERTIFIER	39a. CERTIFIER (Check only one, based on official capacity for this certificate) <input type="checkbox"/> PHYSICIAN <input type="checkbox"/> PHYSICIAN ASSISTANT <input type="checkbox"/> ADVANCED PRACTICE REGISTERED NURSE <input checked="" type="checkbox"/> CORONER		39b. LICENSE NUMBER _____	
	40. SIGNATURE AND TITLE OF Certifier ELECTRONICALLY SIGNED: CODY FUNKE		39c. DATE SIGNED 8 / 26 / 2020 MM / DD / YYYY	
REGISTRAR	41. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) CODY FUNKE, 320 WEST MAIN STREET GRANDVILLE, ID 83530		40a. DATE SIGNED 8 / 2 / 2020 MM / DD / YYYY	
	42. REGISTRAR'S SIGNATURE <i>James B. Aydelotte</i>		40b. DATE SIGNED 8 / 2 / 2020 MM / DD / YYYY	

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: September 24, 2020

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

56297

STATE OF IDAHO County of Lewiston

This copy of a death certificate was issued
by the District Health Department on behalf of
the the Bureau of Vital Records and Health
Statistics.


Local Vital Statistics Registration Official



001314997

56292-

Pgs=4 Fee:
PAULA POLUMSKY

AFTER RECORDING MAIL TO:

BROOKE BURNS LAW, PLLC
BROOKE J. BURNS
608 CHESTNUT STREET
CLARKSTON, WA 99403

Document Title: Community Property Agreement
Number of Pages: 4 (including this cover page)
Name of Decedent: STEVEN JOHN POLUMSKY
Date of Death: August 23, 2020

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COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of May, 1995, by and between STEVEN JOHN POLUMSKY, "Husband", and PAULA ANN POLUMSKY, "Wife", husband and wife, both of whom are 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) 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 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. 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

LAW OFFICES OF
ACEY and WHITE
500 SYCAMORE BUILDING
CLARKSTON, WA 99403
Tel: (509) 758-4545
Fax: (509) 758-3834

56292

1 parts, shares or assets thereof, in which event the interest
2 disclaimed shall pass as if the provisions of paragraph 2 had
3 been revoked as to such interest with the surviving spouse
4 entitled to the benefits provided by any alternate disposition.

5 4. Automatic Revocation: The provisions of paragraph 2
6 shall be automatically revoked

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

10 (b) Immediately prior to death, if the order of death
11 cannot be ascertained.

12 5. Optional Revocation by One Party: If either party
13 becomes disabled, the other party shall have the power to
14 terminate the provisions of paragraph 2 and each party designates
15 the other as attorney-in-fact to become effective upon disability
16 to exercise such power. The termination shall be effective upon
17 the delivery of written notice thereof to the disabled spouse and
18 to the guardian(s), if any, of the person and of the estate of
19 the disabled person. For the purposes of this paragraph, a
20 spouse shall be deemed disabled if a person duly licensed to
21 practice medicine in the State of Washington signs a statement
22 declaring that the person is unable to manage his or her own
23 affairs.

24 6. Powers of Appointment: This Agreement shall not affect
25 any power of appointment now held by or hereafter given to
26 Husband or Wife or both of them, nor shall it obligate Husband or
27 Wife, or both of them, to exercise any such power of appointment
28 in any way.

29 7. Revocation of Inconsistent Agreements: To the extent
30 this Agreement is inconsistent with any provisions of any
31 community property agreement or other arrangement previously made
32 by the parties that affects the described community property, the
33 terms of this Agreement shall be deemed to revoke such prior
34 provisions to the extent of the inconsistency.

