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Rehberg Law Group, P.S.  
124 4<sup>th</sup> Avenue South  
Kent, WA 98032



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Filed for Record at Request of:  
Rehberg Law Group, P. S.  
124 4<sup>th</sup> Avenue South  
Kent, WA 98032

### COMMUNITY PROPERTY AGREEMENT

**Grantor:**

1. Jack DeRyke

**Grantee:**

1. Lisa DeRyke

**Legal Description:** NONE

**Assessor's Property Tax Parcel Account Numbers:** NONE

# COMMUNITY PROPERTY SURVIVORSHIP AGREEMENT

THIS AGREEMENT is entered into by and between JACK E. DERYKE and LISA A. DERYKE.

## DECLARATIONS

- 1.1 The parties hereto are husband and wife, and reside at 3212 South 259th Lane, Kent, King County, Washington. They desire to enter into an agreement with respect to the status of their property.

## STATUS OF PROPERTY

- 2.1 This agreement shall apply to all Community Property, as defined by the laws of the State of Washington:
  - 2.1.1 That is now owned by the parties; or
  - 2.1.2 That is hereafter acquired by the parties, even though some items may have been acquired by one or the other or both, or titled to one or the other or both.
  - 2.1.3 Notwithstanding the foregoing provisions, if one party dies, any separate property of that party shall become and be considered Community Property, subject to this Agreement, vesting at the moment of the decedent's death.
- 2.2 Upon the death of one of the parties, survived by the other, all interest of the decedent in the parties' Community Property which would otherwise be subject to disposition by Will or under the laws of intestate succession shall vest in and become the sole and separate property of the survivor in fee simple.
- 2.3 The survivor may, however, disclaim any interest passing under the terms of this agreement in whole or in part, or with reference to specific assets, parts, portions or shares thereof, in the same manner as provided by law for disclaimers of testamentary bequests, and the disclaimed interest shall pass as if this agreement had been revoked as to the disclaimed property immediately prior to the death of the decedent.

REHBERG AND ALBERTSON, P. S.  
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- 2.4 Each party recognizes that they have been informed of their right to be represented by independent counsel in the negotiation and drafting of this agreement. Each party, acting for themselves alone, does by their signature hereto waive said right, and states that they have had adequate, full and fair disclosure of all assets now owned and the value of each involved in this agreement, and have had as much opportunity as they each desire to inquire as to the consequences of this agreement and to obtain advice thereon.
- 2.5 This Agreement may be terminated upon mutual agreement of the parties in writing. Even if not so terminated, it shall be deemed mutually terminated and revoked, and shall have no further force and effect upon the occurrence of any of the following events:
- 2.5.1 Upon the parties' or either of them establishing domicile in another state;
  - 2.5.2 Immediately prior to death, if the order of death cannot be ascertained;
  - 2.5.3 Upon the commencement of a legal proceeding in a Court of competent jurisdiction to obtain a decree of dissolution of the parties' marriage, of legal separation, or declaration of invalidity of the parties' marriage, whether one of the parties dies survived by the other prior to dismissal or abandonment of such proceedings, or where a decree of dissolution, legal separation or invalidity is ultimately entered therein.
- 2.6 If either party becomes disabled, the other party shall have the power to terminate this agreement acting as attorney in fact for the disabled party under a Disability or Durable Power of Attorney, or under the provisions hereof. Each party hereto designates the other as their attorney in fact, effective upon disability, to exercise such power, in addition to any other power of attorney which may have been, be, or may be executed with concurrent power. Such a termination shall become effective upon delivery of written notice thereof to the disabled spouse and to their guardian, if any. "Disabled," as used herein, shall mean a written determination of a physician that the individual is unable to manage their own affairs.
- 2.7 This Agreement shall not affect any powers of appointment now or hereafter held by either or both spouses, and shall not obligate either or both of them to exercise any such powers of appointment.
- 2.8 To the extent this Agreement is inconsistent with any previously made agreement or arrangement of the parties with respect to the status of their Community Property, said previously made agreement or arrangement is hereby revoked.
- 2.9 Nothing contained herein shall restrict or restrain the right of either party, acting with the consent of the other, to make a separate beneficiary designation, other than by Will, as to any asset for which such designation is available, now or hereafter, and such property



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