

When recorded return to:

Leigh Bennett
Bennett & Bennett
400 Dayton St., Suite A
Edmonds, WA 98020



201805180099

05/18/2018 03:22 PM Pages: 1 of 4 Fees: \$77.00
Skagit County Auditor

DOCUMENT TITLE: Community Property Survivorship Agreement
GRANTOR: Jacobson, Richard L. and Jacobson, Nelle A.
GRANTEE: Jacobson, Richard L. and Jacobson, Nelle A.
LEGAL DESCRIPTION: n/a
ASSESSOR'S TAX
PARCEL NOS.: n/a
REFERENCE NOS. OF
DOCUMENTS RELEASED
OR ASSIGNED: n/a

FILED FOR RECORD AT REQUEST OF:

VERN J. SEATHER
RIACH GESE PLLC
PO Box 1067
Lynnwood, WA 98046-1067

COMMUNITY PROPERTY SURVIVORSHIP AGREEMENT

Grantor: RICHARD L. JACOBSON
Grantee: NELLE A. JACOBSON
Legal Description: N/A
Additional legal on page: N/A
Assessor's Tax Parcel ID#: N/A
References Nos. of Documents Released or Assigned: NONE

THIS AGREEMENT is entered into between RICHARD L. JACOBSON ("Husband") and NELLE A. JACOBSON ("Wife"), a married couple, both of whom are domiciled in the state of Washington.

I. **Property Covered.** This Agreement shall apply to all 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 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, and 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; and except for assets Wife has received by inheritance) shall become and be considered

ORIGINAL

R LJ
Initials

N A
Initials

community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property."

II. **Vesting at Death of a Spouse.** If one spouse dies and the other spouse survives, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

III. **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 Section II above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

IV. **Automatic Revocation.** The provisions of Section II above shall be automatically revoked:

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

B. Upon the establishment of a domicile out of the state of Washington by either party, or

C. Immediately prior to death, if the order of death cannot be ascertained.

V. **Optional Revocation by One Party.** If either party becomes disabled, the other party shall have the power to terminate the provisions of Section II above. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled spouse. Each party designates the other party as Attorney in Fact to become effective upon disability to agree to the termination. For the purposes of this paragraph, 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 named spouse is unable to manage his or her own affairs.

VI. **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 of them to exercise any such power of


Initials


Initials

appointment in any way.

VII. **Revocation of Inconsistent Agreements.** To the extent this Agreement is inconsistent with the provisions of any community property agreement, Will or other arrangement previously made by either or both of the parties that affect the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

VIII. **Execution.** This Community Property Survivorship Agreement is signed at Lynnwood, Washington on this 4 day of April, 2011, to become effective as provided herein.

Richard L. Jacobson
RICHARD L. JACOBSON

Nelle A. Jacobson
NELLE A. JACOBSON

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

THIS IS TO CERTIFY that I know or have satisfactory evidence that RICHARD L. JACOBSON and NELLE A. JACOBSON are the persons who appeared before me, and acknowledged to me that they signed and sealed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of April, 2011.



Janet Russell
NOTARY PUBLIC for the state of Washington
Residing at: Lake Stevens
My Commission Expires: 09-24-12
Printed Name: Janet L. Russell

RR RJ
Initials Initials