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11/14/2025 01:38 PM Pages: 1 of 3 Fees: \$305.50
Skagit County Auditor

RETURN ADDRESS

Debra M. Ashback

POBox 2125

Battle Ground, WA 98675

Please print neatly or type information

Document Title(s)

Community Property Agreement

Reference Number(s) of related documents:

Auditor's File No. 201609150003

Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

Paul J. Ashback

Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

Debra M. Ashback

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Section 35, Township 36, Range 1,

Lot 56 Potlatch Beach, Skagit Co.

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

3967-000-056-0107 / P68076

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made and entered into on this 30 day of January, 1998, between PAUL J. ASHBACK ("Husband"), and DEBRA M. ASHBACK ("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 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 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 regarded to in this agreement as the "described community property."

2. **Property Excluded:** This agreement shall not apply to any separate property of Husband and to any separate property of Wife. Specifically excluded are the following:

No separate property.

3. **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.

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 assets thereof, in which event the interest disclaimed shall pass as if the provisions of Section 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

5. **Automatic Revocation:** The provisions of Section 2 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. Immediately prior to death, if the order of death cannot be ascertained.

6. **Optional Revocation by One Party:** If either party becomes disabled, the other party shall have the power to terminate the provisions of Section 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(s), if any, of the person and of the estate of the disabled person. For the purposes of this section, a spouse shall be deemed disabled if the disabled spouse's regularly treating physician, if available and if not any physician duly licensed to practice medicine in the State of Washington, signs a statement declaring that the spouse is unable to manage his or her own affairs.

7. **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 appointment in any way.

8. **Revocation of Inconsistent Agreements:** To the extent this agreement is inconsistent with any provisions of any community property agreement or other arrangement 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Paul J Ashback
PAUL J. ASHBACK, Husband

Debra M. Ashback
DEBRA M. ASHBACK, Wife

STATE OF WASHINGTON)
: ss.
County of Clark)

I certify that I know or have satisfactory evidence that **PAUL J. ASHBACK** and **DEBRA M. ASHBACK**, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 30th day of January, 1998.



Dawn M. Steel
Notary Public
My appointment expires: 8/1/2000