

WHEN RECORDED RETURN TO:

Kathryn Briney
260 NE Wistaria Wy
Slevenson, WA
98648

DOCUMENT TITLE(S)

Community Property Agreement
& Death Cert

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Patrick A. + Kathryn M. Briney

☐ Additional names on page ____ of document.

GRANTEE(S):

The Public

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

☐ Additional parcel numbers on page ____ of document.

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.

Community

Property Agreement

This Community Property Agreement is entered into on March 22, 2006 in State of Washington, by and between:

PATRICK A. BRINEY and KATHRYN M. BRINEY

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 and except for property held by PATRICK A. BRINEY and KATHRYN M. BRINEY, Trustees, or their successors in trust, under the PATRICK AND KATHRYN BRINEY LIVING TRUST DATED March 22, 2006, and any amendments thereto), 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 a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse and except for property held by PATRICK A. BRINEY and KATHRYN M. BRINEY, Trustees, or their successors in trust, under the PATRICK AND KATHRYN BRINEY LIVING TRUST DATED March 22, 2006, and any amendments thereto) 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 a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse and except for property held by PATRICK A. BRINEY and KATHRYN M. BRINEY, Trustees, or their successors in trust, under the PATRICK AND KATHRYN BRINEY LIVING TRUST DATED March 22, 2006, and any amendments thereto) 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 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. The survivor shall hold such property for the benefit of the trust named above.

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 assets thereof, in which event 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.

4. AUTOMATIC REVOCATION: The provisions of paragraph 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) 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.

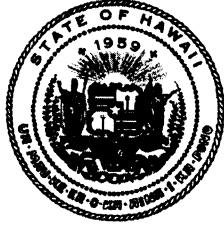
5. OPTIONAL REVOCATION BY ONE PARTY: If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2 and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian(s), if any, of the person and of the estate of the disabled person. 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 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 of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. 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. However, this Agreement shall not affect the Trust described in Section 1 above. The surviving

CERTIFICATE OF DEATH

STATE OF HAWAII
DEPARTMENT OF HEALTH



CERTIFICATE NO.151 2013 - 009655

Name of Decedent
PATRICK ALAN BRINEY

City, Town or Location of Death
KIHEI

County of Death
MAUI

Island of Death
MAUI

Actual or Presumed Date of Death Actual or Presumed Time of Death
December 02, 2013 Unknown

Date of Birth
April 10, 1956

Age at Death
57 YEAR(s)

Sex Race
MALE Caucasian

Citizenship
USA

Ever in Armed Forces?
NO

Social Security Number Marital Status
[REDACTED] MARRIED

Surviving Spouse (If Wife, Name Prior to First Marriage)
Kathryn Aman

Father's Name
Ralph Briney

Mother's Name (Prior to First Marriage)
Joretta Preston

Disposition

CREMATION

Cemetery/Crematory: BALLARD FAMILY CREMATORY

Date: December 6, 2013

Location: KAHULUI, HAWAII 96732

Permit #: 84513

Funeral Home: BALLARD FAMILY MORTUARY

Certifier: Lindsey Harle MEDICAL EXAMINER/CORONER

Date Certified: December 6, 2013

Original Date Certified: December 6, 2013

Date Pronounced Dead: December 2, 2013

Time Pronounced Dead: 10:15 AM

Cause of Death:

- a. exsanguination Interval:minutes
- b. shark bite of the right leg

Manner of Death: ACCIDENT

Date of Injury: December 2, 2013

Time of Injury: 9:30 AM

How Injury Occurred: He was bitten by shark while kayak fishing

Injury at Work? NO Place of Injury: Ocean waters

Location: off Makena beach, Makena, HI

Date Filed by State Registrar: December 6, 2013

OHSM 1.2 (Rev.1/2013)

This copy serves as prima facie evidence of the fact of death in any court proceeding. [HRS 338-13(b), 338-19] 1194264

ANY ALTERATIONS INVALIDATE THIS CERTIFICATE