


Filed for Record at the Request of:

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Skagit County Auditor
10/15/2004 Page 1 of 4 10:53AM

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: Howard R. Christofersen

GRANTEE: Public

ABBREV. LEGAL DESCRIPTION: BOWMAN'S C.S.H.W.F. PLAT TO ANA. LT 11 BLK 8

ASSESSOR'S TAX/PARCEL ID NOS.: 3776-008-011-0006 / P56802

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

HOWARD R. CHRISTOFERSEN, being first duly sworn upon oath, deposes and says:

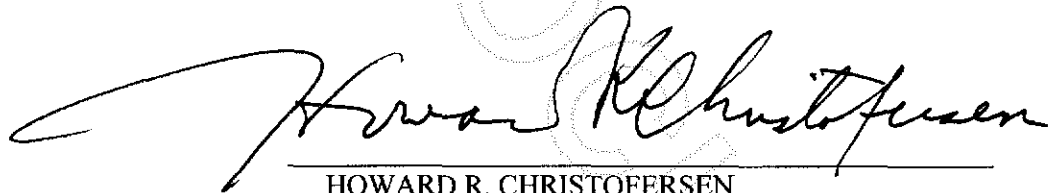
1. I am the surviving spouse of RUTH CHRISTOFERSEN ("Decedent"), who died July 2, 2004 at Anacortes, Washington. At that time, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On May 11, 2004, Decedent and I, while married, executed a Community Property Agreement ("the Agreement"), a copy of which is attached hereto. The Agreement provides that all property owned at the time of the Agreement or thereafter acquired by either or both spouses is community property, and that such property vests in the survivor immediately upon the death of either spouse. We were legally competent at the time of the Agreement and have executed no subsequent Wills or other instruments that would have the effect of abrogating or nullifying the Agreement.
3. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which Decedent or I had any interest was community property.

4. Among the items that Decedent and I held as community property at the time of Decedent's death was the following described real estate, situated in the County of Skagit, State of Washington:

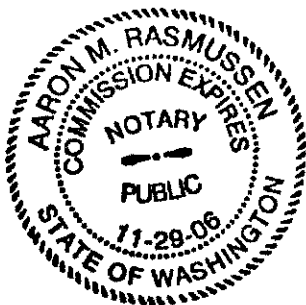
Lot 11, Block 8, BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 33, records of Skagit County, Washington. .

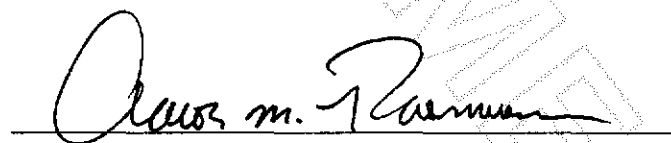
5. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and I am aware of no unpaid creditors of Decedent or of the former marital community. Nonetheless, I hereby assume complete responsibility for any and all indebtedness of the marital community existing at the time of Decedent's death.
6. Decedent left a Will, which is on file at the Skagit County Superior Court Clerk's office, under Cause Number 04-4-00196-0. The will designates me as the primary beneficiary of 100% of Decedent's estate. No proceedings have occurred, nor are any proceedings contemplated, to probate decedent's estate. I am aware of no objection or proceeding relating to the estate of the Decedent.
7. Decedent's estate is not subject to state or federal transfer taxes, because its fair market value as of the date of Decedent's death was below the applicable exemption thresholds in effect at that time.
8. This affidavit is made to induce any and all title insurance companies to issue policies of title insurance on real property passing to me as the surviving spouse, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.

DATED this 13 day of October, 2004.


HOWARD R. CHRISTOFERSEN

SUBSCRIBED and SWORN TO before me this 13 day of October, 2004.




NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes, WA
My appointment expires 11-29-06



COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made in Anacortes, Washington this 11th day of May, 2004, between HOWARD R. CHRISTOFERSEN and RUTH CHRISTOFERSEN, 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:

- A. Status of Property. All property of whatever nature or description, whether real, personal, or mixed, and wherever located, now owned, or hereafter acquired by the spouses or either of them, shall be considered and hereby is declared to be community property.
- B. Disposition of Property. Upon the death of one of the spouses survived by the other spouse, all the then-existing community property of the spouses, real and personal, shall vest in and become the sole property of the surviving spouse in fee simple.
- C. Independent Counsel. Each spouse recognizes that he or she has a right to be represented by independent counsel in arriving at this Agreement and hereby waives that right and states that he or she has had an adequate, fair, and full disclosure of all assets now owned and the value of each involved in this Agreement.
- D. Termination. This Agreement may be terminated upon mutual, written agreement of the spouses or their acting Attorney(s)-in-fact. In the absence of other evidence indicating the spouses' intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon the occurrence of one or more of the following events:
- (a) Upon either or both of the parties moving their domicile to another state.
 - (b) Upon either party filing a petition, complaint, or other pleading for legal separation, dissolution of the marriage, or to have the marriage declared invalid.
 - (c) Immediately prior to death if both parties should die simultaneously or under circumstances where the order of death cannot be ascertained.
- E. Optional Revocation by One Party. If either party becomes incapacitated, the other party shall have the power to terminate the provisions of Paragraph A regarding after acquired property and the provisions of Paragraph B and each party designates the other as Attorney-in-fact to become effective upon incapacity for purposes of exercising such power. The termination shall be effective upon the delivery of written notice thereof to the incapacitated spouse and to the guardians, if any, of the person and of the estate of the

incapacitated person. For purposes of this paragraph, a spouse shall be deemed incapacitated 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.

F. 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 B had been revoked as to such interest, with the surviving spouse entitled to the benefits provided by any alternate disposition.

G. Revocation of Contrary Provisions. The provisions of any community property agreement, agreement regarding the status of property, or any other arrangement made previously by the parties or either of them affecting the property described in this Agreement are hereby revoked to the extent of any inconsistency with this Agreement.

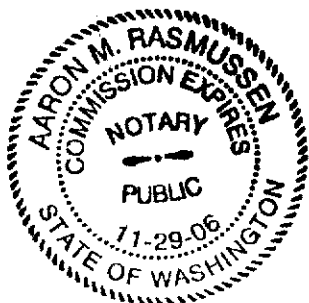

HOWARD R. CHRISTOFERSEN

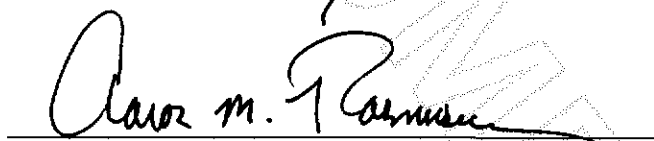

RUTH CHRISTOFERSEN

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me HOWARD R. CHRISTOFERSEN and RUTH CHRISTOFERSEN, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of May, 2004.




NOTARY PUBLIC in and for the State of
Washington, residing at ANACORTES
My appointment expires 11/29/06