



200503180030

Skagit County Auditor

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6 9:13AM

After Filing Return to:

Roundy Law Offices, P.S.
Post Office Box 1500
Coupeville, WA 98239

**AFFIDAVIT IN SUPPORT OF
COMMUNITY PROPERTY AGREEMENT**

Grantor(s): RANDOLPH F. DUGGAN III

Grantee(s): THE PUBLIC

Legal Description: PARKER BUSINESS CENTER Lots 35 and 73

Additional legal is on Page 1 and 2 of document.

Assessor's Tax Parcel Numbers: 4367-000-073-0001/P80432; 4367-000-035-0008/P80394

Reference Numbers of Documents Assigned or Released: N/A

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

RANDOLPH F. DUGGAN III, being first duly sworn upon oath, deposes and says:

1. This affidavit is for the purpose of supplying information for record pertaining to that certain Community Property Agreement executed by RANDOLPH F. DUGGAN III and JOANN DUGGAN, husband and wife ("Duggans"), which agreement was dated the 1st day of November, 1993, and which was recorded in the office of the Island County Auditor, Washington, on November 2, 1993, under Auditor File No. 93022269 ("Agreement"). A copy of the recorded Community Property Agreement is attached hereto as Exhibit A and incorporated by this reference. The statements set forth in this Affidavit are representations of fact which may be relied upon by all parties dealing with the Duggans' personal property, including, but not limited to the real estate located in Skagit County, Washington, and more fully described as follows:

PARCEL A:

Tract 73, "PARKER BUSINESS CENTER", as per recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington:

TOGETHER WITH that portion of the private road adjacent thereto, as delineated on the face of the plat.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Skagit County Tax Parcel No. P80432 4367-000-073-0001

PARCEL B:

A beneficial interest in the Deed of Trust dated February 6, 2001 and recorded with the Skagit Valley Auditor on February 7, 2001 under Auditor File No. 200102070008, regarding the real property more particularly described as follows:

Tract 35, "PARKER BUSINESS CENTER", as per recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington:

TOGETHER WITH that portion of the private road adjacent thereto, as delineated on the face of the plat.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

SUBJECT TO Declaration of Protective Restrictions and Easement recorded May 19, 1978 under Auditor's No. 879820 and amended under Auditor's Nos. 8101200041, 8501310044 and 8808230079; Rights of the public and obligation contained in the Dedication of said Plat; Special provisions contained on the face of said Plat; Assessment contained on the face of said Plat, Standard Participation Contract recorded under Auditor's No. 8504090019.

Skagit County Tax Parcel No. P80394 4367-000-035-0008

2. JOANN DUGGAN (the "Decedent") died August 30, 2004, in Island County, State of Washington.
3. The parties to the Community Property Agreement referred to above were legally competent at the time of the Agreement and entered into no subsequent Wills or agreements which would have the effect of abrogating or nullifying the above-mentioned Community Property Agreement.
4. The Decedent left no separate estate.
5. All obligations of the community owing at the date of death of Decedent have been paid in full, and all expenses of last illness and for funeral and burial services have been paid.
6. There is no Estate Tax owing.
7. Decedent was survived by the following persons:

NAME & ADDRESS

Randolph F. Duggan III
701 South Main Street, #37
Coupeville, WA 98239

RELATIONSHIP

Spouse



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Skagit County Auditor

Randolph F. Duggan IV
6240 Pioneer Avenue
Cashmere, WA 98815

Son

Stephen W. Duggan
2523 McNeil Street
DuPont, WA 98237

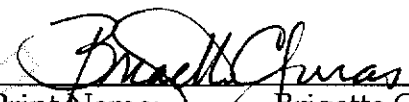
Son

DATED this 9th day of March, 2005.


RANDOLPH F. DUGGAN IV

SUBSCRIBED AND SWORN to before me on this 9th day of March, 2005.




Print Name: Brigette C. Juras
Notary Public for the State of Washington
Residing at: Coupeville
My Commission Expires: 09/19/2006



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Filed for Record at Request of
and After Recording Return to:
Dale K. Roundy
Attorney at Law
Post Office Box 1500
Coupeville, WA 98239

FILED RECORDED
VOL 657
PAGE 273 REQUEST OF
Dale Roundy
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ART HYLAND, AUDITOR
ISLAND COUNTY, WASH
OR DEPUTY

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COMMUNITY PROPERTY AGREEMENT

This Agreement is made and entered into on this 1st day of November, 1993, by and between RANDOLPH F. DUGGAN III ("Husband") and JOANN DUGGAN, ("Wife"), both of whom are domiciled in the State of Washington. In consideration of their mutual covenants and benefits, the parties hereto agree as follows:

1. PROPERTY COVERED. This Agreement shall apply to all community and separate property now owned or hereafter acquired by Husband and Wife or either of them (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 one or the other or both. All such property is declared to be community property of Husband and Wife and 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.

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.



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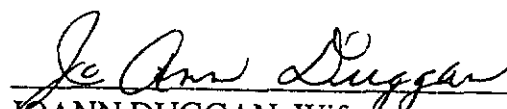
4. AUTOMATIC REVOCATION. The provisions of paragraph 2 shall be automatically revoked (a) upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or (b) upon the establishment of a domicile out of the State of Washington by either party; or (c) 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.

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.

IN WITNESS WHEREOF, the said Husband and Wife have hereunto set their signatures this 14 day of November, 1993.


RANDOLPH F. DUGGAN III, Husband


JOANN DUGGAN, Wife



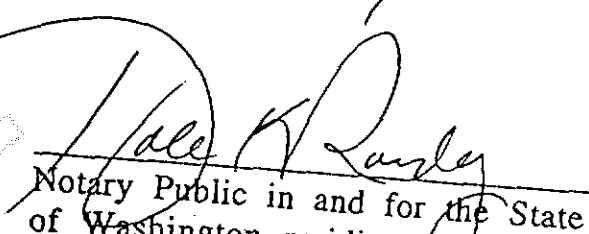
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STATE OF WASHINGTON)

COUNTY OF ISLAND) ss.
)

On this day personally appeared before me RANDOLPH F. DUGGAN III and JOANN DUGGAN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on this 15th day of November, 1993.


Notary Public in and for the State
of Washington residing at
Coupeville. My Commission
Expires: 5/20/95



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