

Filed for Record at the Request of:

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Anacortes, WA 98221



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Skagit County Auditor

9/2/2008 Page 1 of 4 8:46AM

DOCUMENT TITLE: COMMUNITY PROPERTY AFFIDAVIT

GRANTOR: DARLENE E. KNUTSON; GERALD L. KNUTSON, Deceased

GRANTEE: PUBLIC

ABBREV. LEGAL DESCRIPTION: BROWNRIGG'S 2ND TO ANA. S1/2 OF 3 ALL OF 4 & 5 & N1/2 OF 6 BLK 2

ASSESSOR'S TAX/PARCEL ID NO.: 3779-002-006-0003 / P57020

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT)

DARLENE E. KNUTSON, being first duly sworn upon oath, deposes and says:

1. I am the surviving spouse of GERALD L. KNUTSON ("Decedent"), who died July 1, 2008 at Seattle, Washington. At that time, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On August 3, 1988, Decedent and I, while married, executed an agreement entitled "Community Property Agreement" ("the Agreement"), 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 fee simple 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.

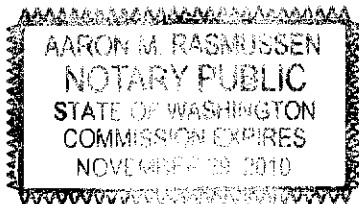
3. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which Decedent or I had any interest, whether titled in Decedent's name, my name, or both of our names, was community property.
4. Among the items that Decedent and I held as community property at the time of Decedent's death was the following described real estate, situated in the County of Skagit, State of Washington:

The south half of 3, all of 4 and 5, and the north half of lot 6, all in block 2, "Brownrig's Second Addition to Anacortes, Washington" according to the plat recorded in volume 2 of plats, page 42, records of Skagit County, Washington.
5. All expenses of Decedent's last illness, funeral, and costs of administration were paid, and I am aware of no unpaid creditors of Decedent or of our former marital community.
6. 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 it is passing in its entirety to a surviving spouse who is a U.S. citizen, and therefore fully covered by the unlimited marital deduction against transfer taxes.
8. This affidavit is made in part 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 29 day of August, 2008.

Darlene E. Knutson
 DARLENE E. KNUTSON

SUBSCRIBED and SWORN (of affirmed) to before me this 29 day of August, 2008.



Aaron M. Rasmussen
 NOTARY PUBLIC in and for the State of
 Washington, residing at Anacortes
 My appointment expires 11-29-10



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COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 3 day of August, 1988, between GERALD L. KNUTSON (Husband) and DARLENE E. KNUTSON (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 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) 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 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.

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.



1 5. **Optional Revocation by One Party:** If either party becomes
2 disabled, the other party shall have the power to terminate the
3 provisions of paragraph 2 and each party designates the other as
4 attorney-in-fact to become effective upon disability to exercise
5 such power. The termination shall be effective upon the delivery
6 of written notice thereof to the disabled spouse and to the guard-
ians, if any, of the person and of the estate of the disabled per-
son. 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 6. **Powers of Appointment:** This agreement shall not affect
8 any power of appointment now held by or hereafter given to Husband
9 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.

10 7. **Revocation of Inconsistent Agreements:** To the extent this
11 agreement is inconsistent with any provisions of any community
12 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.

13 Gerald L. Knutson
14 GERALD L. KNUTSON, Husband

15 Darlene E. Knutson
16 DARLENE E. KNUTSON, Wife

17 Valerie L. Thompson
(Witness)

18 Karen R. Wallace
(Witness)

19
20 STATE OF WASHINGTON)
21 COUNTY OF SKAGIT) ss

22 I certify that I know or have satisfactory evidence that
23 GERALD L. KNUTSON and DARLENE E. KNUTSON signed this instrument
24 and acknowledged it to be their free and voluntary act for the
uses and purposes mentioned in the instrument.

25 DATED: 8/3/85

26 Karen R. Wallace
Notary Public in and for the State of
Washington, residing at
Sedus Woolley

27 My appointment expires: 3-30-92

