



201003080081

Skagit County Auditor

3/8/2010 Page 1 of 14 1:53PM

## NO PROBATE COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON )  
: SS  
COUNTY OF SKAGIT )

ALLAN L. DANNENMILLER, being first duly sworn, on oath deposes and says:

That he is a resident of Anacortes, Skagit County, Washington. That MARLENE J. DANNENMILLER was his wife. That she died a resident in Anacortes, Skagit County, Washington on February 18, 2010. A copy of the death certificate is attached hereto. MARLENE J. DANNENMILLER died leaving property in Skagit County all of which was the community property of affiant and decedent. The Community Property Agreement is attached.

That there are no unpaid creditors of said decedent MARLENE J. DANNENMILLER or of the former marital community nor unpaid funeral expenses, or last illness except as follows: None.

That the decedent's estate is not being probated. A copy of the Will is attached.

That the property owned by affiant and MARLENE J. DANNENMILLER consisted of the following:

## REAL ESTATE

1. STREET: 1705 - 37<sup>TH</sup> Street, Anacortes, Washington  
TAX ID: P56984/3778-000-003-0001  
LEGAL: Brookfield Park Add to Ana Tr 3
2. STREET: State Highway 20, Concrete, Washington  
TAX ID: P44550/350920-0-009-0106  
LEGAL: PTN GOV LT 7 LY NL Y OF N LI ST HWY #20

PERSONAL PROPERTY

- |    |                                  |          |
|----|----------------------------------|----------|
| 1. | Household furniture valued at    | \$500.00 |
| 2. | Motor vehicles valued at         | \$500.00 |
| 3. | Bank accounts and cash valued at | \$300.00 |

That the total value of all of the property owned by decedent and affiant, in which decedent owned a community one-half interest, was less than \$500,000.00, and considerably less than that which would necessitate estate tax reporting to the federal government, and that there is no estate tax owing on account of decedent's death.

This affidavit is made to induce any and all title insurance companies to issue a policy of title insurance on real property passing to the surviving spouse because it was community property of the deceased which was converted to community property by said community property survivorship agreement or deed identified herein, all in reliance upon the representations set forth herein.

Dated this 2<sup>nd</sup> day of March 2010.

ALLAN L. DANNENMILLER  
ALLAN L. DANNENMILLER

SUBSCRIBED AND SWORN TO before me this 2<sup>nd</sup> day of March 2010.



Catherine Thompson  
Notary Public in and for the  
State of Washington, residing  
at Anacortes, WA.  
My appointment expires: 2-1-14



201003080081  
Skagit County Auditor

# STATE OF WASHINGTON DEPARTMENT OF HEALTH

Local File Number **13570**

## Washington State Certificate of Death

State File Number

1. Legal Name (Include AKA's if any): First <b>Marlene</b> Middle <b>Joan</b> LAST <b>DANNENMILLER</b> Suffix		2. Death Date <b>Feb 18, 2010</b>	
3. Sex (M/F) <b>F</b>	4a. Age - Last Birthday <b>76</b>	4b. Under 1 Year Months Days	4c. Under 1 Day Hours Minutes
5. Social Security Number		6. County of Death <b>Skagit</b>	
7. Birthdate	8a. Birthplace (City, Town, or County) <b>Concrete</b>	8b. (State or Foreign Country) <b>Washington</b>	9. Decedent's Education <b>High School Graduate</b>
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify <b>No</b>		11. Decedent's Race(s) <b>Caucasian</b>	
12. Was Decedent ever in U.S. Armed Forces? <b>No</b>			
13a. Residence: Number and Street (e.g. 624 SE 5 <sup>th</sup> St.) (Include Apt. No.) <b>1705 - 37th Street</b>		13b. City or Town <b>Anacortes</b>	
13c. Residence: County <b>Skagit</b>	13d. Tribal Reservation Name (if applicable)	13e. State or Foreign Country <b>Washington</b>	13f. Zip Code + 4 <b>98221</b>
13g. Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			
14. Estimated length of time at residence <b>35 years</b>		15. Marital Status at Time of Death <b>Married</b>	
16. Surviving Spouse's or Domestic Partner's Name (Give name prior to first marriage) <b>Allan Leigh Dannenmiller</b>			
17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED)) <b>Bookkeeper</b>		18. Kind of Business/Industry (Do not use Company Name) <b>Boating Industry</b>	
19. Father's Name (First, Middle, Last, Suffix) <b>Troy D. Robertson</b>		20. Mother's Name Before First Marriage (First, Middle, Last) <b>Marie Helen</b>	
21. Informant's Name <b>Allan L. Dannenmiller</b>	22. Relationship to Decedent <b>Husband</b>	23. Mailing Address: Number and Street or RFD No. City or Town State Zip <b>1705 - 37th Street Anacortes WA 98221</b>	
24. Place of Death, if Death Occurred in a Hospital: <b>Inpatient</b>		25. Facility Name (if not a facility, give number & street or location) <b>Skagit Valley Hospital</b>	
26a. City, Town, or Location of Death <b>Mount Vernon</b>		26b. State <b>WA</b>	27. Zip Code <b>98274</b>
28. Method of Disposition <b>Cremation</b>		29. Place of Final Disposition (Name of cemetery, crematory, other place) <b>Northwest Crematory</b>	
30. Location-City/Town, and State <b>Anacortes, Washington</b>		31. Name and Complete Address of Funeral Facility <b>Evans Funeral Chapel &amp; Crematory, Inc. 1105 32nd St. Anacortes, WA 98221-</b>	
32. Date of Disposition <b>Feb 20, 2010</b>		33. Funeral Director Signature X <i>James J. Williams</i>	
34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.			
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. <b>Renal Failure</b>		Interval between Onset & Death <b>Weeks</b>	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST b. <b>Ovary Cancer</b>		Interval between Onset & Death <b>Years</b>	
c. <b></b>		Interval between Onset & Death	
d. <b></b>		Interval between Onset & Death	
35. Other significant conditions contributing to death but not resulting in the underlying cause given above		36. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
37. Were autopsy findings available to complete the Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
38. Manner of Death <input type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		39. If female <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year	
40. Did tobacco use contribute to death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown			
41. Date of Injury (mm/dd/yyyy)	42. Hour of Injury (24hrs)	43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
44. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			
45. Location of Injury: Number & Street: City or Town: County: State: Zip Code + 4:			
46. Describe how injury occurred		47. If transportation injury, specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)	
48a. Certifying Physician: To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) and manner stated. X <i>Jason Hogge, M.D.</i>		48b. Medical Examiner/Coroner: On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. X	
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print) <b>Jason Hogge, M.D. 1213 24th Street, Suite 100, Anacortes, WA 98221</b>		50. Hour of Death (24hrs) <b>03:20 AM</b>	
51. Name and Title of Attending Physician if other than Certifier (Type or Print)		52. Date Signed (mm/dd/yyyy) <b>February 18, 2010</b>	
53. Title of Certifier <b>MD</b>	54. License Number <b>MD00046614</b>	55. ME/Coroner File Number <b>NJA # 077</b>	56. Was case referred to ME/Coroner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
57. Registrar Signature X <i>Cornie Anderson, Deputy</i>		58. Date Received (mm/dd/yyyy) <b>FEB 19 2010</b>	
59. Amendments			



201003080081  
Skagit County Auditor

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 16 day of October, 2000, between **ALLAN DANNENMILLER** and **MARLENE DANNENMILLER**, husband and wife, both of whom are domiciled in the State of Washington. In consideration of the mutual benefits to be derived and 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 of may have been 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 here, 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.

5. **Optional Revocation by One Party:** If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 3 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 guardians, 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 Washington signs a statement declaring that the spouse 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 Wife or Husband or both of them, now shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. **Inconsistent Agreement:** 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.

Schutt SC  
Witness

Catherine Thompson  
Witness

Allan Dannenmiller  
ALLAN DANNENMILLER

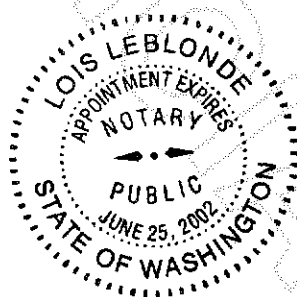
Marlene Dannenmiller  
MARLENE DANNENMILLER



STATE OF WASHINGTON       )  
                                      ) ss  
COUNTY OF SKAGIT       )

On 16 October, 2001 personally appeared  
before me **Allan Dannenmiller** and **Marlene Dannenmiller** to me known  
to be the individuals described in and who executed the within  
and foregoing Community Property Agreement, and acknowledged 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 the date first set  
out above.



Lois LeBlonde

NOTARY PUBLIC in and for the  
State of Washington

My commission expires: 6-25-02



COPY

FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA

2010 MAR -4 PM 1:57

SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

In Re the Estate of:

MARLENE DANNENMILLER,

Deceased.

10 4 00092 5  
LAST WILL AND TESTAMENT

See attached.

LAST WILL AND TESTAMENT



201003080081  
Skagit County Auditor

3/8/2010 Page 7 of 14 1:53PM

STEPHEN C.

SCHUTT

ATTORNEY AT LAW

WSBA # 14107

P.O. BOX 1032

1011 EIGHTH STREET

ANACORTES,

WASHINGTON 98221

(360) 293-5094

schuttatty@yahoo.com

# Last Will and Testament of

MARLENE DANNENMILLER

I, **MARLENE DANNENMILLER**, a legal resident of Skagit County, Washington, declare that this is my Last Will and revoke all prior wills and Codicils made by me.

1. **PAYMENT OF DEBTS.** I direct that my personal representative pay from the available funds of my estate, all my just debts, obligations, expenses of last illness, funeral expense and reasonable cost of a marker as soon after my demise as can lawfully and conveniently be done. I further direct that all estate or inheritance taxes lawfully imposed upon my estate, any insurance policies, trust, joint survivorship property and/or appointive properties, shall be paid first out of my general estate prior to any other distribution required by this Will and not charged against the beneficiaries.

2. **DISPOSITION OF HUMAN REMAINS.** I direct that my remains be cremated and that the ashes be disposed of at the discretion of my personal representative.

3. **FAMILY MEMBERS.** My immediate family consists of my spouse, ALLAN DANNENMILLER and my three children, namely: AJA SLAMTTUM, TAMMY THOMPSON and TROY SMITH.

4. **HANDWRITTEN LIST.** I may have, by written document, prepared a list of personal property and the named and addresses of the persons to whom I want my personal representative to distribute such assets. If such a list has been prepared and placed with this Will, I hereby incorporate such writing in this Will by reference.

5. **SPECIFIC BEQUEST.** Except as to any handwritten list which I may have prepared, I make no specific bequests. I have in mind all my children (now or hereafter at any time born to or

LAST WILL AND TESTAMENT - 1  
Initial: MD



201003080081

Skagit County Auditor



legally adopted by me) as well as the lineal descendants of any child of mine now deceased or hereafter dying, and I direct that my children and their lineal descendants shall not in any event be deemed to be pretermitted heirs of mine and shall not participate in my estate should my spouse survive me.

6. **CREDIT TRUST.** I give the residue of my estate to my trustee to be held, managed, administered and distributed during the lifetime of my spouse as provided below. If my spouse does not survive me, I give the residue of my estate pursuant to the terms and condition of paragraph 8 entitled "Residue".

a. **Amount.** The trustee shall allocate to this Credit Trust the minimum pecuniary amount necessary to exhaust the maximum otherwise unused unified credit (determined after taking into account other property of my gross estate and adjusted taxable gifts which exhaust such credit) and state death tax credit against federal estate taxes as provided by Sections 2010 and 2011 of the Internal Revenue Code of 1986, as amended from time to time, provided however, such pecuniary amount shall be limited so as not to increase the federal estate tax otherwise payable due to my death.

In calculating the foregoing amount, the trustee shall take into account all property included in my gross estate for federal estate tax purposes whether or not such property passes under this Will and the credit for state death taxes (but only to the extent that it does not result in an increase in state death taxes payable).

b. **Purposes.** My spouse shall be the primary beneficiary of this trust and its purposes with respect to my spouse shall be to provide funds for my spouse's health, education, support and maintenance in reasonable comfort to the extent of the marital trust, if established by this Will, and my spouse's other resources are insufficient to maintain my spouse's accustomed standard of living. My children and descendants of deceased children shall be secondary beneficiaries of this Credit Trust

LAST WILL AND TESTAMENT - 2

Initial: MB



201003080081

Skagit County Auditor

and the purposes with respect to them shall be to provide for their health, support, maintenance and education. As used in this Will, the term "education" shall mean elementary, high school, technical and preparatory schooling, college, university, graduate school and all other types of general or special educational training, including travel and recreational activities of an educational nature such as study programs, trips to foreign countries and summer camps.

**c. Discretionary Distributions.**

(1) The trustee shall distribute to each beneficiary such amounts as the trustee deems advisable to accomplish trust purposes for each beneficiary. Distributions to the beneficiaries need not be equal, if, in the absolute discretion of the trustee, the circumstances justify unequal distributions.

(2) Provided the assets of this Credit Trust are adequate and are reasonably expected to remain adequate to accomplish the purposes of the Credit Trust, the trustee is authorized to pay to any beneficiary other than my spouse such amount or amounts which the trustee, in the trustee's absolute discretion, deems reasonable and consistent with the best interests of the beneficiary for the purpose of assisting the beneficiary to acquire a home or assisting him or her or his or her spouse to enter into business or a profession. No such distribution shall be made merely because the beneficiary requests it. Any such distributions shall be treated as an advancement reducing the share of an individual beneficiary, or his or her successor.

**d. Disposition of Credit Trust Estate Upon Death of Spouse.**

Upon the death of my spouse, this credit Trust shall terminate and its remaining assets shall pass pursuant to paragraph 8 below entitled "Residue".

**e. Trustee's Powers.** The trustee shall to the extent not inconsistent with the purpose of the Credit Trust have those powers set forth in paragraph 8 entitled "Residue". Provided,

LAST WILL AND TESTAMENT - 3

Initial: JMB



201003080081

Skagit County Auditor

however, should any of such powers invalidate the provisions of the Credit Trust and the purposes of this Credit Trust, then to that extent for the purposes of this trust, the trustee shall be deemed not to have that particular power set forth in paragraph 8 entitled "Residue".

7. **MARITAL TRUST.** The trustee shall allocate to this Marital Trust the balance of the residue of my estate not allocated to the Credit Trust. My spouse shall be the sole beneficiary of this Marital Trust and its purpose shall be to provide for my spouse's health, support and maintenance in reasonable comfort, including recreation and travel.

a. **Income Distributions.** The trustee, as long as my spouse is living, shall pay all income of this Marital Trust estate to my spouse prior to the payment of any sums from the Credit Trust above set forth, preferable monthly, but in no event less frequently than quarterly.

b. **Principal Distributions.** The trustee, if any time the income distributions to my spouse are inadequate for accomplishing the purpose of this Marital Trust, shall distribute principal to accomplish such purposes.

c. **Spousal Powers.** Notwithstanding any other provision herein to the contrary, to the extent my spouse directs in writing, the trustee shall convert non-income producing assets of this Marital Trust to income producing assets.

d. **Disposition of Marital Trust Estate Upon Death of Spouse.** Upon the death of my spouse, the trustee shall pay from this Marital Trust estate that portion of the federal estate tax or similar taxes imposed under applicable law, and any interest or penalties imposed thereon, on property includable in my spouse's gross estate by reason of Section 2041 or 2044 of the Code because a marital deduction was allowed to my estate. Thereafter, this Marital Trust shall terminate and its remaining assets shall pass pursuant to paragraph 8 entitled "Residue".

e. **Savings.** If the granting of any right, power,

LAST WILL AND TESTAMENT - 4

Initial: MD



201003080081

Skagit County Auditor

3/8/2010 Page

11 of 14 1:53PM

privilege, authority, or immunity to the trustee and the imposition of any duty upon the trustee by any provision of this instrument would disqualify any share or interest of a beneficiary hereunder from qualifying for the marital deduction provided by section 2056 of the Code, or as qualified domestic trust under section 2056A of the Code, such provision shall be ineffective if and to the extent that the same, if effective, would be to disqualify such share or interest from such deduction. The provision of this subparagraph "e" shall apply to my probate estate, personal representative and all beneficiaries, devisee and legatees.

f. **Trustee's Powers.** The trustee shall to the extent not inconsistent with the purpose of this Marital Trust have those powers set forth in paragraph 8 entitled "Residue". Provided, however, should any of such powers invalidate the provisions of this Marital Trust and the purposes of this Marital Trust, then to that extent for the purposes of this trust the trustee shall be deemed not to have that particular power set forth in paragraph 8 entitled "Residue".

8. **RESIDUE.** The residue of my estate, upon the death of my spouse shall be distributed as follows:

a. 100% to TAMMY THOMPSON.

9. **COMMON DISASTER.** If any beneficiary of mine under this Will and I should die under such circumstances that the order of our deaths cannot be established by proof, it shall be conclusively presumed for all purposes of the Will that my beneficiary survived me.

10. **TRUSTEE APPOINTMENT.** **ALLAN DANNENMILLER** of Anacortes, Washington, or its successor, is appointed trustee. Should he for any reason be unable to act or should he/she decline to act, then in such event **TAMMY THOMPSON** is appointed in his stead with all power and authority and restrictions set forth above.

LAST WILL AND TESTAMENT - 5

Initial: MT



201003080081  
Skagit County Auditor

3/8/2010 Page 12 of 14 1:53PM

11. **APPOINTMENT OF PERSONAL REPRESENTATIVE.** I appoint **TAMMY THOMPSON** as sole personal representative of this, my Last Will and Testament. I hereby vest in my personal representative the powers granted by law as well as those conferred by this instrument the exercise thereof, including but not limited to the sale of real estate, to be in the discretion of my personal representative whether or not any such action on the part of my personal representative is necessary in the process of ordinary administration of my estate. No bond or bonds shall be required of my personal representative and to the extent permitted by law, my estate shall be managed, administered, distributed and settled specifically without court intervention,.

12. **ALTERNATE PERSONAL REPRESENTATIVE.** In the event that said nominee fails, refuses or is for any reason unable to act as personal representative, I appoint whosoever the court may appoint to be personal representative in his stead, with all of the power, authority and discretion herein given, and who shall also serve without bond and without court intervention.

**IN WITNESS WHEREOF,** I have hereunto set my hand and seal to this, my Last Will and Testament, this 16<sup>th</sup> day of October, 2000.

  
MARLENE DANNENMILLER  
Testatrix

LAST WILL AND TESTAMENT - 6  
Initial: MM



201003080081  
Skagit County Auditor

STATE OF WASHINGTON)  
 ) ss.  
COUNTY OF SKAGIT )

ATTESTATION CLAUSE AND  
AFFIDAVIT OF ATTESTING  
WITNESSES

The undersigned, competent to testify, being first duly sworn, upon oath, depose and say:

That the foregoing instrument to which this Affidavit is attached, consisting of seven(7) pages, of which this is the seventh(7th), dated the 16th day of October, 2000, which purports to be the Last Will and Testament of the above named Testatrix was signed and executed by the said Testatrix at Anacortes, Washington, in the presence of myself and the other witness.

The Testatrix thereupon published the instrument as and declared it to be her Last Will and Testament and requested us to sign the same as witnesses and to execute this Affidavit in proof of said Last Will and Testament.

In the presence of the Testatrix and at her request and direction, and in the presence of each other, the other witness and I subscribed our names as witnesses hereto.

At the time of executing said instrument the Testatrix, the other witness and I, were of legal age and competent to act as witnesses and the Testatrix appeared to be of sound and disposing mind and not acting under duress, menace, fraud, undue influence or misrepresentation.



Schutt SC  
Residing at Anacortes, Wa  
Catherine Thompson  
Residing at Anacortes WA

Signed, sworn to (or affirmed) and attested by  
S.C. Schutt and Catherine Thompson, on this 16  
day of October, 2000.

Lois LeBlonde  
NOTARY PUBLIC, in and for  
the State of Washington  
My appointment expires: 6-25-02



201003080081  
Skagit County Auditor