

COVER SHEET

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Fairhaven Legal Associates, P.S.
P.O. Box 526
Burlington, Washington 98233



201108150129

Skagit County Auditor

8/15/2011 Page 1 of 9 3:52PM

DOCUMENT TITLE(S)

Affidavit Re: Community Property Agreement

REFERENCE NUMBER(S)

- 1) 713573 - Community Property Agreement
- 2) 200811070082 - Quit Claim Deed

GRANTOR(S)

- 1) Wisler, Hans - Decedent

GRANTEE(S)

- 1) Wisler, Clara (Incapacitated) by and through her Attorney-in-Fact
(see attached General Durable Power of Attorney of Clara Wisler)
- 2) Marguerite A. Granger, as Attorney-in-Fact for Clara Wisler

LEGAL DESCRIPTION

Unit 89, THE CEDARS, A CONDOMINIUM, according to Amended Declaration thereof recorded August 24, 2000, under Auditor's File No. 200008240077, records of Skagit County, Washington, and Amended Survey Map and Plans thereof recorded under Auditor's File No. 200008240076, records of Skagit County, Washington.

ASSESSORS PARCEL / TAX ID NUMBER:

P117148/4759-000-089-0000

AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

MARGUERITE A. GRANGER, being first duly sworn, deposes and says:

That affiant is the Attorney-in-Fact for CLARA WISLER the surviving spouse of HANS WISLER, who died at 1201 Fidalgo Dr., Burlington, Washington on April 6th, 2011; having provided for the disposition of all community property as between CLARA WISLER and said deceased spouse under a Community Property Agreement dated August 15th, 1966 and duly recorded in the Office of the County Auditor at Skagit County, Washington, on May 14th, 1968, as No.713573 and also for the estate of HANS WISLER, deceased, one of the parties to said Agreement.

That there are no unpaid creditors of said decedent or of the former marital community nor unpaid funeral expenses or expenses of last illness.

That the value of the community estate as of the date of death, including all real and personal property, exceeded the amount of all creditors' claims and expenses incurred by the former marital community, and that there was no separate property of the decedent.

Both inheritance and federal estate tax, if any, have been paid and releases filed with the Clerk of Skagit County.

That under the terms of said Community Property Agreement, upon the death of either of the parties to the marital community, title to all community real estate should immediately vest in fee simple in the survivor. Among other items of community property was the following described real estate:

Affidavit re: Community Property Agreement

Page 1 of 2



201108150129

Skagit County Auditor

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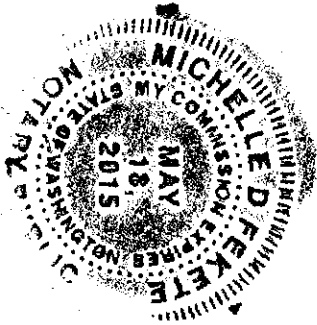
Assessor's Tax Parcel Number: 4759-000-089-0000; P117148


That the approximate value of the aforesaid real estate as of the date of death of said decedent was a nominal value of the Life Estate under Quit Claim Deed recorded November 7th, 2008, under Auditor's File No. 200811070082, records of Skagit County, Washington .

This affidavit is made to induce a title insurance company to issue its policy of title insurance on the aforesaid real estate passing to the surviving spouse by virtue of said Community Property Agreement in reliance upon the representations herein set forth.


MARGUERITE A. GRANGER, as Attorney-in -Fact
for Clara Wisler

Subscribed and sworn to before me this 3rd day of August, 2011.




Notary Public in and for Washington,
Residing at Anacortes , WA
My commission expires 5-18-2015



GENERAL DURABLE POWER OF ATTORNEY OF CLARA WISLER

—EFFECTIVE ONLY UPON INCAPACITY OR DISABILITY

I, CLARA WISLER (hereinafter called "Principal"), domiciled and residing in the State of Washington, designate my daughter, MARGUERITE A. GRANGER as my Attorney-in-Fact, if I later become incapacitated or disabled. If she is unwilling or unable to serve as Attorney-in-Fact, then I hereby appoint my son, WALTER H. WISLER to serve as the First Alternate Attorney-in-Fact. The appointment of the Attorney-in-Fact is made pursuant to RCW 11.94.010.

1. REVOCATION OF PREVIOUS POWERS OF ATTORNEY

The Principal hereby revokes any and all Powers of Attorney which have been previously executed by him and declares that this General Durable Power of Attorney shall supersede any previous Powers of Attorney. This document known as "General Durable Power of Attorney of CLARA WISLER," once in effect shall remain in full force and effect until revoked or terminated.

2. EFFECTIVENESS

This Power of Attorney shall become effective only upon the incapacity or disability of the Principal and shall continue in full force and effect throughout any disability or incapacity of the Principal. Disability shall include the inability to manage property and affairs effectively for reasons such as: mental illness, dementia, mental deficiency, physical illness or disability, chronic use of drugs or chronic intoxication. In the event of the Principal's confinement, detention by a foreign power, kidnapping or disappearance, this Power of Attorney shall remain in full force and effect.

In order for this document to become effective due to incapacity or disability, a written statement of the Principal's attending physician stating the condition of the Principal and the need for an Attorney-in-Fact must accompany this document.

In the event of any confinement, detention or disappearance of the Principal, other qualified persons with knowledge of such an event may furnish a written, notarized statement, attach it to this document, and activate this Power of Attorney.

3. DESIGNATION OF ALTERNATE ATTORNEY-IN-FACT

The Principal hereby grants the Attorney-in-Fact full power and authority as though she were the absolute owner of the Principal's assets and liabilities, and to perform any and all acts in the name of the Principal, as fully as the Principal could perform if the Principal were personally present.

If any Attorney-in-Fact designated by this document is unable or unwilling to act, then such declination may be made in writing. If the Attorney-in-Fact is unable or



201108150129

Skagit County Auditor

unwilling to act in the capacity of Attorney-in-Fact and the designated Attorney-in-Fact is unwilling to sign a written declination, then any person with personal knowledge that the designated Attorney-in-Fact is unwilling or unable to act may furnish a written, notarized statement to that effect. Such a written statement shall then make the next alternate Attorney-in-Fact the Attorney-in-Fact. The original of any written statement shall be attached to the original of this Power of Attorney.

4. NOMINATION OF GUARDIAN

The Principal, CLARA WISLER, nominates MARGUERITE A. GRANGER as Guardian of her Estate and Person for consideration by the Court if guardianship proceedings for her Estate or Person are later commenced. If she is unwilling or unable to serve, or if the Court refuses to appoint her as the Guardian, the Principal nominates WALTER H. WISLER to serve as Guardian of her Person and Estate. The Principal has executed this document as an alternative to guardianship.

5. AUTHORITY AND POWER OF ATTORNEY-IN-FACT

The Attorney-in-Fact, as fiduciary, shall act in the best interests of the Principal and shall have authority over the assets of the Principal, whether they are located in the State of Washington, or any other State. These powers shall include:

(a) Selling or otherwise disposing of the Principal's separate or community property interest. The Attorney-in-Fact shall have the specific authority to make, alter or revoke life insurance Beneficiary designations, or to change or assign ownership or cash in any life insurance policies owned by the Principal. The Attorney-in-Fact is also authorized to make transfers of property to any Trust established for the benefit of the Principal or her spouse and to enter into or revoke Community Property Agreements;

(b) Signing the name of the Principal to any real property instruments, including deeds, conveyances, mortgages, leases or other documents which are necessary to carry out the business or personal affairs of the Principal;

(c) Opening and closing bank accounts and other financial instruments, making deposits to and withdrawals from bank accounts, and investing and reinvesting funds. This power shall include but is not limited to investments in stocks, bonds and government securities, and withdrawing, transferring or cashing in any and all financial or investment accounts. The Attorney-in-Fact shall have the power to borrow on behalf of the Principal and to endorse and/or cash any and all checks issued by the United States Treasury and/or United States Government, and sign forms and receive checks from the Department of Veterans Affairs;

(d) Having access to the Principal's safe deposit box;



201108150129

Skagit County Auditor

(e) Signing tax returns on behalf of the Principal and representing or obtaining representation of the Principal at a tax audit;

(f) Borrowing funds for the benefit of the Principal which may be desirable if the other alternative would be to sell a highly appreciated asset during the life of the Principal, thus forfeiting the stepped-up basis at death;

(g) Forgiving or collecting debts owed to the Principal;

(h) Redirecting (forwarding) the Principal's mail;

(i) Continuing or canceling the credit cards of the Principal;

(j) Appealing Medicare denials: The Principal hereby specifically authorizes the Attorney-in-Fact to act on the Principal's behalf to take any action or actions necessary to pursue and appeal any denials of Medicare coverage which have been issued by any health care facility or institution regarding the Principal's eligibility for Medicare benefits;

(k) Disclaiming any interest to which the Principal may be entitled, so long as such disclaimer would not adversely affect the quality of care received by the Principal;

(l) This Power of Attorney shall not provide the authority for the Attorney-in-Fact to override personal and health care decision making by the Principal, so long as she has the capacity to make such decisions in her own behalf. In case the Principal is incapacitated the Attorney-in-Fact shall have the power to do the following:

(i) Arrange for suitable hospital and/or residential care, including placement decisions; every effort is to be made to keep the Principal in her own home and to provide the necessary care in this setting;

(ii) Make determinations regarding the appropriate health care for the Principal, including but not limited to dealing with attending physicians and determining, in the judgment of the Attorney-in-Fact, which course of treatment is necessary or desirable. The Attorney-in-Fact shall have the authority to hire and discharge physicians who are treating the Principal, to enforce the decisions made by the Principal under the Patient Self-Determination Act; and to enforce any Health Care Directives previously signed by the Principal;

(iii) Review and/or order the medical records of the Principal;

(iv) It is the desire of the Principal to receive the best possible care in the least restrictive setting. If the Principal is later incapacitated or



disabled, it is the direction of the Principal that the Attorney-in-Fact explore the various care options available to the Principal. If at all possible and practicable, the Principal prefers to remain at home, with in-home assistance. If it is not possible or practicable for the Principal to remain at home, then the next level of care to be explored is to be adult family home care and/or assisted living. Nursing home care is to be viewed as a last choice, to be implemented only after in-home care and adult family home care are explored and found not to be reasonably feasible.

Towards the end of providing the best possible care in the least restrictive setting, the Attorney-in-Fact is authorized and directed to hire those professionals who may be able to assist in locating and providing in-home care, adult family home care, assisted living and lastly, nursing home care. If the Attorney-in-Fact is not able to evaluate the various choices or to implement care plans, then the Attorney-in-Fact shall hire appropriate assistance to perform the required duties. If the Principal is unable to live alone, and the Attorney-in-Fact is not able to provide personal supervision or visitation with the Principal on an at least weekly basis, or if the Attorney-in-Fact is in need of help in evaluating the care being received by the Principal, the Attorney-in-Fact is directed to employ case managers, social workers or other professionals to assist in delivery and evaluation of services to the Principal. In the event the Principal requires nursing home care, then it is the desire of the Principal that she receive the type of care that will encourage the highest level of mental and physical involvement by the Principal.

(m) The Principal hereby authorizes her Attorney-in-Fact to make transfers of her property to her husband if necessary or desirable to qualify the Principal for Medicaid or other governmental programs which provide assistance in paying for long-term care;

(n) The Principal hereby authorizes her Attorney-in-Fact to make gifts of the assets of the Principal. The Principal hereby authorizes her Attorney-in-Fact to make gifts of the Principal's property or assets if the Principal requires nursing home care (no other options are reasonably feasible) and such gifting is undertaken to qualify the Principal for any public program for assistance in paying for this care.

6. POWERS NOT SPECIFICALLY ENUMERATED

The Attorney-in-Fact shall also have all powers which may be necessary or desirable to provide for the support or maintenance of the Principal, even if these powers are not specifically set forth in this document.



201108150129

Skagit County Auditor

7. DURATION

This Durable Power of Attorney becomes effective only upon incapacity or disability and shall remain in effect to the extent permitted by Washington State Law or until revoked or terminated, even if it is not certain whether the Principal is alive. If there is any doubt as to whether the Principal is alive, this document shall remain in full force and effect until conclusive proof is obtained, or legal proceedings declare the Principal deceased.

8. REVOCATION

This Durable Power of Attorney may be revoked, suspended or terminated in the following ways:

- (a) If the Principal gives written notice to any acting Attorney-in-Fact; and
- (b) By recording the written notice of revocation in the Office of Recorder or Auditor of Skagit County, Washington.

9. TERMINATION OF THIS DOCUMENT

(a) This Power of Attorney shall not be revoked by any subsequent guardianship action, unless specifically set forth in the Court's Order. It is the intention of the Principal that the powers granted herein shall eliminate the need for the appointment of a Guardian of the Person and/or Estate of the Principal.

(b) The death of Principal shall revoke this Power of Attorney, unless there is any question regarding whether the Principal is alive, in which case the provisions of Section 7 above shall apply.

10. ACCOUNTING BY ATTORNEY-IN-FACT

The Attorney-in-Fact, appointed by this document shall keep records of expenditures and shall account to any later-appointed Personal Representative.

11. RELIANCE

All persons dealing with the Attorney-in-Fact because of this document shall be entitled to rely upon this Power of Attorney, so long as neither the Attorney-in-Fact, nor any person with whom the Attorney-in-Fact was dealing, had received actual knowledge or notice of any revocation, suspension or termination of this document. Any action taken in good faith by all parties shall be binding on the heirs and Personal Representative(s) of the Principal.



201108150129

Skagit County Auditor

