

Filed for Record at the Request of:

Aaron M. Rasmussen
Attorney at Law, P.S.
1101 Eighth Street, Suite A
Anacortes, WA 98221



201108180022

Skagit County Auditor

8/18/2011 Page 1 of 5 10:28AM

<u>DOCUMENT TITLE:</u>	Community Property Affidavit
<u>GRANTOR:</u>	Donald James Burgess
<u>GRANTEE:</u>	The Public
<u>ABBREV. LEGAL DESCRIPTION:</u>	ANACORTES LOT 20, BLK 175 19 & 20
<u>ASSESSOR'S TAX/PARCEL ID:</u>	3772-175-020-0006 / P56114

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

BETTE LOUISE BURGESS, being first duly sworn, upon oath deposes and says:

1. I am the surviving spouse of DONALD JAMES BURGESS ("Decedent"), who died July 5, 2011, at Anacortes, Washington. At that time and at all other relevant times, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On November 27, 2007, Decedent and I, while married, executed an agreement entitled *COMMUNITY PROPERTY AGREEMENT* ("the Agreement"), the original of which is attached hereto. The Agreement provides that all property owned by either spouse or both spouses, other than certain property on the Yakima Indian Reservation, 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. Among the items that Decedent and I held as community property at the time of Decedent's death, which passed to me in fee simple on account of Decedent's death, was real estate situated in Skagit County, legally described as follows:

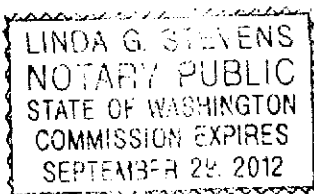
Lots 19 and 20, Block 175, "CITY OF ANACORTES", according to the plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

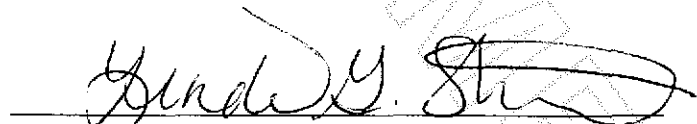
4. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and I am aware of no unpaid creditors of Decedent or of the former marital community. Nonetheless, I understand that I am responsible for any and all just debts of the marital community existing at the time of Decedent's death.
5. Decedent's Will has been or will be filed with the Clerk of the Superior Court of Skagit County. The Will designates me as the residuary beneficiary of Decedent's estate. I currently am not planning to commence probate proceedings in State Court regarding Decedent's estate.
6. 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, in addition to being eligible for the unlimited marital deduction.
7. 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.

SIGNED AT ANACORES, WASHINGTON this 16 day of August, 2011.


BETTE LOUISE BURGESS

SUBSCRIBED and SWORN (or affirmed) to before me this 16th day of August, 2011.





NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes.

My appointment expires 9/29/2012.



WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 27 day of November, 2007, between DONALD JAMES BURGESS and BETTE LOUISE BURGESS, 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 the real property referred to at the end of this paragraph or for which Husband has made a separate 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". This Agreement specifically does not include DONALD JAMES BURGESS' undivided interest in Yakima Allotment No. A1-4244 on the Yakima Indian Reservation legally described as follows:

SW ¼ of section 8, township 7 North, range 13 East of Willamette Meridian,
Washington. Containing 160 acres, more or less.
Account No. 110N107748. Office of the Special Trustee for American Indians.

BETTE LOUISE BURGESS, by her signature below, agrees that the above-reference to the real property located on the Yakima Indian Reservation is an agreed upon modification of the terms and provisions of she and her Husband's Wills relating to the agreed upon disposition of the residue of their respective estates.

ORIGINAL

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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 can not be ascertained.

5. **Optional Revocation by One Party:** If either party becomes incapacitated, 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 incapacity to exercise 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 the 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 property or financial affairs.

6. **Powers of Appointment:** This Agreement shall not affect any power of appointment now held by or hereafter given to Husband 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.

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.


DONALD JAMES BURGESS


BETTE LOUISE BURGESS

COMMUNITY PROPERTY AGREEMENT - 2



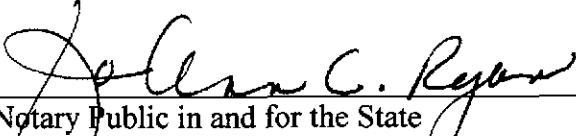
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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that DONALD JAMES BURGESS and BETTE LOUISE BURGESS signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 11-21-07



Notary Public in and for the State
of Washington, residing at Anacortes

