



201202270063

Skagit County Auditor

2/27/2012 Page 1 of 7 9:08AM

After recording return to:

Alan R. Souders  
Attorney at Law  
913 Seventh Street  
Anacortes, WA 98221

DOCUMENT TITLE: **AFFIDAVIT RE COMMUNITY PROPERTY AGREEMENT**

GRANTOR(S): **Maria Petrish and Nicholas James Petrish,  
deceased**

GRANTEE(S): **THE PUBLIC**

ASSESSOR'S PARCEL NUMBERS: **P56078  
P55631  
P56807  
P56806**

**AFFIDAVIT**

STATE OF WASHINGTON )  
  : ss.  
COUNTY OF SKAGIT )

Maria Petrish, being first duly sworn, upon oath, deposes and says:

That I am the surviving spouse of Nicholas James Petrish, who died on December 19, 2011, at Anacortes, Washington. At that time, the Decedent and I were both residents of Anacortes, Skagit County, Washington.

This Affidavit is for the purpose of supplying information pertaining to the Estate of Nicholas James Petrish, and it is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all persons dealing with the real property described herein and with any other community property.

That at the time of the death of my husband Nicholas James Petrish, there was in full force and effect a Community Property Agreement,

executed by myself, Maria Petrish, and by my husband, Nicholas James Petrish, on January 18, 2002. The original of that Agreement is attached hereto. The Agreement specifies that it applies to all community property of the spouses, and further provides that if either spouse dies and the other survives, any separate property of the deceased spouse shall become and be considered community property vested as of the moment of such death. The Agreement further provides that in the event of the death of either spouse, all community property, whether real or otherwise, would immediately vest in the surviving spouse.

That all expenses of the Decedent's last illness, funeral and costs of administration have been paid and I know of no unpaid creditors of the Decedent or of our former marital community.

That among the property that the Decedent and I held as community property was the following described real estate:

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(1) 1907 Ninth Street, Anacortes, Washington, described as:

PARCEL A:

LOTS 4 THROUGH 6, BLOCK 169, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B:

LOT 16, EXCEPT THE SOUTH 60 FEET THEREOF, BLOCK 169, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

LOTS 4-6 BLK 169 MAP OF THE CITY OF ANACORTES VOL 2 PGS 4-7

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO NICHOLAS J. PETRISH AND MARIA A. PETRISH, HIS WIFE, FROM BARBARA MERRITT, EXECUTRIX OF THE ESTATE OF A. LLEWELLYN COOK, DECEASES (sic)



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BY DEED DATED 12/22/64 AND RECORDED 12/23/64 IN INSTRUMENT NO. 660144, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P56078

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(2) 1320 Eighth Street, Anacortes, Washington, described as:

LOTS 11 AND 12, BLOCK 100, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

P55631

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(3) 805 Fifth Street, Anacortes, Washington, described as:

LOT 3, AND THE EAST HALF OF LOT 4, BLOCK 9, BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON

P56807

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(4) 801 Fifth Street, Anacortes, Washington, described as:

AN UNDIVIDED INTEREST IN:

LOTS 1 AND 2, BLOCK 9, IN BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT, IN VOLUME 2 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON

P56806

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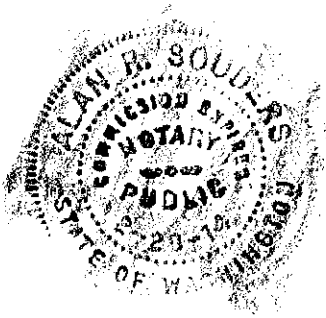
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The Decedent's estate is not subject to estate tax for the federal government or the State of Washington, as the surviving spouse is a citizen of the United States, with an unlimited marital deduction.

Dated this 23<sup>rd</sup> day of February 2012.

Maria Petrish  
Maria Petrish

SUBSCRIBED AND SWORN to before me this 23<sup>d</sup> day of February 2012.



Alan R. Souders  
(Signature)

Alan R. Souders  
(Print Name)

Notary Public in and for the State of

Wash., residing at Fir Island

My Commission expires 28 Feb 2014



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WHEN RECORDED RETURN TO:

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

**COMMUNITY PROPERTY AGREEMENT**

AGREEMENT made this 18<sup>TH</sup> day of JANUARY, 2002,  
between NICHOLAS JAMES PETRISH and MARIA PETRISH, 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 prop-  
erty 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 com-  
munity property shall vest in Husband as of the moment of  
Wife's death.

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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 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

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property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

*Nicholas James Petrish*  
\_\_\_\_\_  
NICHOLAS JAMES PETRISH

*Maria Petrish*  
\_\_\_\_\_  
MARIA PETRISH

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that NICHOLAS JAMES PETRISH and MARIA PETRISH signed this instrument and acknowledged it to be their is free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-18-02

*Jo Ann C. Ryan*  
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at Anacortes. My appointment expires: 9-25-02 .

JO ANN C. RYAN  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
SEPTEMBER 25, 2002

