FILED FOR AT THE REQUEST OF:

Douglas H. Moreland 417 S.W. 152nd Seattle, WA 98166



WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)

1. Affidavit in Support of Community Property Agreement

Reference Number(s) of Documents assigned or released:

N/A

Grantor(s) (Last name first, then first name and initials)

1. Jones, Warren W.

Grantee(s) (Last name first, then first name and initials)

1. Jones, Gayle M.

Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)

Lot No. 3 of Subdivision No. 1 of Rancho San Juan del Mar; ALSO Harbor privileges at Langley Bay, Subdivision No. 3 and swimming privileges at Lake Chiquita, Subdivision No. 1, all at Rancho San Juan del Mar; SUBJECT TO all restrictions, covenants, easements or reservations of record.

[X] Additional legal is on page 3 of document (for King County).

Assessor's Property Tax Parcel/Account Number

Skagit County Tax Parcel No. 3972-000-003-0005.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Filed at the Request of:

DOUGLAS H. MORELAND Attorney at Law 417 S.W. 152nd Seattle, WA 98166

AFFIDAVIT IN SUPPORT OF COMMUNITY PROPERTY AGREEMENT

In Re: The Matter of WARR	EN W. JONES, Deceased
~	
STATE OF WASHINGTON	
COUNTY OF KING) ss:
OCCITION IMAGE	

GAYLE M. JONES, being first duly sworn on oath, deposes and states:

- 1. I am GAYLE M. JONES and am the surviving spouse of WARREN W. JONES. I am competent to testify and I make this affidavit based upon my own personal knowledge.
- 2. This affidavit is for the purpose of supplying information for record pertaining to that certain Community Property Agreement executed by WARREN W. JONES and GAYLE M. JONES, husband and wife, which agreement was dated October 24, 2000 and which was recorded in the office of the County Recorder at King County, Washington on the 22nd day of October, 2008, under King County Recorder's Receipt No. 20081022000064 and also for the estate of WARREN W. JONES, deceased, one of the parties to said agreement. A certified copy of the recorded Community Property Agreement is attached hereto and herein incorporated by this reference. It is intended that the statement set forth herein shall be considered representations of fact which may be relied upon by all parties dealing with the real estate described on Exhibit "A" which is attached hereto and made a part hereof.
- 3. Decedent WARREN W. JONES died October 14, 2008 in King County, State of Washington.
- 4. The parties to the Community Property Agreement referred to above entered into no subsequent Wills or agreements which would have the effect of abrogating or nullifying the above mentioned Community Property Agreement.

- 5. There is no federal estate tax or Washington state inheritance tax due as a result of the death of decedent, WARREN W. JONES. The decedent's estate is below the federal filing limit and no federal estate tax return need be filed. Pursuant to RCW 83.100.050 and RCW 83.100.080 no Washington inheritance tax return need be filed. The entire community estate of the decedent and GAYLE M. JONES was taken into consideration at the time of making this affidavit.
 - 6. The decedent left no separate estate.
- 7. All obligations of the community owing at the date of the decedent's death have been paid in full, and all expenses of last illness and the expenses of funeral and burial services have been paid.
 - 8. Decedent was survived by the following persons:

NAME	ADDRESS	<u>RELATIONSHIP</u>
Gayle M. Jones	12914 74th Avenue So. Seattle, WA 98178	Surviving Spouse
Katherine L. Fitz	P.O. Box 414 Seahurst, WA 98062	Daughter
Robert W. Jones	16430 SE Jones Rd. Renton, WA 98058	Son
Virginia L. Riley	3607 Lake Washington Blvd. N. Renton, WA 98056	Daughter

DATED this <u>24</u> day of November, 2012.

GAYLE M. JONES

SUBSCRIBED AND SWORN to before me this 24 th day of Jeptember, 2012



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

My Commission Expires:_

201209280032 Skagit County Auditor 9/28/2012 Page 3 of

-2-

EXHIBIT A

This is Exhibit A to the Affidavit in Support of Community Property Agreement InRe: The Matter of WARREN W. JONES, Deceased.

Gross Fair Net Fair
Value Value

I. Real Property

Residential real estate commonly known as 12914 74th Avenue So., Seattle, WA 98178 and legally described as follows:

The South twelve (12) feet of Lot Nine (9) and all of Lot Ten (10), Coy Hill Addition, according to plat recorded in Volume 66 of Plats, Page 89, records of King County, Washington and situate in King County, Washington.

King County Tax Parcel No. 180150-0100-07.

\$294,000.00 \$294,000.00

Residential real estate commonly known as 11502 No. Delmar Dr., Anacortes, WA 98221 and legally described as follows:

Lot No. 3 of Subdivision No. 1 of Rancho San Juan del Mar; ALSO Harbor privileges at Langley Bay, Subdivision No. 3 and swimming privileges at Lake Chiquita, Subdivision No. 1, all at Rancho San Juan del Mar; SUBJECT TO all restrictions, covenants, easements or reservations of record.

Skagit County Tax Parcel No. 3972-000-003-0005.

\$601,800.00 \$601,800.00

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Douglas H. Moreland 417 S.W. 152nd Seattle, WA 98166



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Document Title(s) (or	transactions contained therein): (all areas applicable to your document must be filled
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1 Comm. 1 B	
Community Property Ag	reement
* *	of Documents assigned or released:
N/A	
Grantor(s) (Last name firs	, then first name and initials)
1. Jones, Warren W.	
2. Jones, Gayle M.	
Grantee(s) (Last name first	, then first name and initials)
1. Jones, Gayle M.	
2. Jones, Warren W.	
Legal Description (Abbrev	iated: i.e. lot, block, plat or section, township, range)
N/A	
N/A	
Assessor's Property Tax F	arcel/Account Number
N/A	
	ely on the information provided on the form. The staff will not read the document to
verify the accuracy or comp	eteness of the indexing information provided herein.



9/28/2012 Page

5 of

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COMMUNITY PROPERTY AGREEMENT

Agreement made this 24th day of October, 2000, between **Warren W. Jones** ("Husband") and **Gayle M. Jones** ("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 and separate property now owned or hereafter acquired by Husband and Wife or either of them (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. All such property is declared to be community property of Husband and Wife and is referred to in this Agreement as the "described community property."
- 2. <u>Vesting at Death of Spouse</u>. 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. <u>Disclaimer</u>. 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 alternative disposition.
- 4. <u>Automatic Revocation</u>. The provisions of paragraph 2 shall be automatically revoked:

1

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 2 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 guardian(s), if any, of the person and of the estate of the disabled person. For 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.
- 6. <u>Powers of Appointment</u>. 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.

DATED this 24th day of October, 2000.

Warren W. Jones, Hysband

Gayle M. Jones, Wife

STATE OF WASHINGTON)

ss.

County of King

On this day personally appeared before me Warren W. Jones and Gayle M. Jones, to me known to be the individuals described in and who executed the within and

2

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 this 24th day of October, 2000.

Notary Public in and for the State of Washington, residing at Mercer Island.

My Commission Expires: 4-5-02

STATE OF WASHINGTON }

The Ulrector of Records & Licensing, King County, State of Weshington and exofficio Recorder of Deeds and other instruments, do hereby certify the foregoing copy has been compared with the original instrument as the same appears on the and of record in the office and that the same is a true and perfect transcript of said original and of the whole thereof.

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201209280032 Skagit County Auditor

9/28/2012 Page

9 of

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