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Skagit County Auditor
5/6/2013 Page

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5 9:49AM

COMMUNITY PROPERTY AFFIDAVIT

1. I am the lawful surviving spouse of REBECCA A. STAPNES ("Decedent"), who died August 1, 2012 at Anacortes, Washington. At that time and at all times referenced in this document, both of us were residents of the State of Washington.
2. On August 11, 1993, Decedent and I, while married, executed an agreement entitled "Community Property Agreement" ("the Agreement"), which is attached hereto. The Agreement provides that all property owned at the time of the Agreement or thereafter acquired by either or both spouses (other than property with a separate beneficiary designation) is community property, and that such property vests 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. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which Decedent or I had any interest was community property.

4. Among the items that Decedent and I held as community property at the time of Decedent's death was the following described real estate, situated in the County of Skagit, State of Washington:

Unit 102E, MOUNTAIN VIEW CONDOMINIUM PHASE 2, according to Supplemental Declaration thereof recorded under Auditor's File No. 9509180111 Amended Survey Map and Plans thereof recorded in Volume 16 of Plats, pages 73 to 75, records of Skagit County, Washington.

5. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and there are no unpaid creditors of Decedent or of the former marital community. Decedent's estate was 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, and because it was passed to me and was thus covered by the unlimited marital deduction.
6. Decedent executed a Will on the date of the Agreement and a First Codicil on December 20, 2000. The Will designated me as the beneficiary of 100% of Decedent's estate and the Codicil did not change that in any way. No proceedings have occurred, nor are any proceedings contemplated, to probate decedent's estate. I am aware of no objection or proceeding relating to the estate of the decedent.
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 of Decedent, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.

DATED this 1 day of May, 2013.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

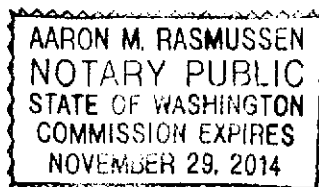
20131627

MAY 06 2013

Amount Paid \$ 0
Skagit Co. Treasurer
By nm Deputy

Arnold R. Stapnes
ARNOLD R. STAPNES

SUBSCRIBED and SWORN (or affirmed) TO before me this 1 day of May, 2013.



Aaron M. Rasmussen

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

My appointment expires 11-29-14



COMMUNITY PROPERTY AGREEMENT

Agreement made in Seattle, Washington on August 11, 1993, between ARNOLD R. STAPNES ("Husband") and REBECCA A. STAPNES, aka PEGGY STAPNES ("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 property (community and separate) now owned or hereafter acquired by Husband and Wife (except for property for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved in writing by the other spouse) whether now or hereafter registered in the name of one or the other or both parties or whether acquired by one or the other or both, which shall be considered and is declared to be the community property of the parties. All such property is referred to in this Agreement as the "described community property." Either spouse may disclaim in whole or in part any interest in property hereafter acquired which would be the separate property of the other spouse except for the provisions of this section 1. In the event of such a disclaimer, the property disclaimed shall be and remain the separate property of the other spouse. Such a disclaimer shall not affect the right of the disclaiming spouse to receive all, any part of, or interest in such property of the other spouse by a later gift or inheritance.

2. **Vesting at Death of a Spouse.** If one spouse dies and the other spouse survives by thirty days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

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 property, in which event the interest disclaimed shall pass as if the provisions of section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

4. **Automatic Revocation.** The provisions of section 2 above shall be automatically revoked



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(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 neither party survives the other by thirty days.

5. **Optional Revocation by One Party.** If either party becomes incapacitated, the other party shall have the power to revoke this agreement. The revocation 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 spouse. Each party designates the other party as attorney-in-fact to become effective upon incapacity to agree to the revocation. 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 named 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 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 the provisions of any community property agreement, Will or other arrangement previously made by either or both of the parties that affect the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

Arnold R. Stapnes

ARNOLD R. STAPNES

Rebecca A. Stapnes

REBECCA A. STAPNES



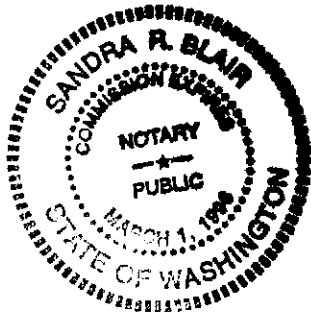
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me ARNOLD R. STAPNES and REBECCA A. STAPNES, 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 purposes therein mentioned.

GIVEN under my hand and official seal on Aug. 11, 1993.

Sandra R. Blair
[Signature of Notary]

Sandra R. Blair
[Print or stamp name of Notary]



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

My appointment expires on 3/1/96

