



201309030047

Filed for Record at the Request of:

Skagit County Auditor

\$76.00

9/3/2013 Page

1 of

5 11:48AM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20133570
SEP 03 2013

Amount Paid \$ 0
Skagit Co. Treasurer
By *uam* Deputy

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

VIRGINIA R. MACDONALD, being first duly sworn upon oath, deposes and says:

1. I am the surviving spouse of K.W. MACDONALD (also known as Kendall W. MacDonald) ("Decedent"), who died June 22, 2013 at LaConner, Washington. At that time, Decedent and I were residents of LaConner, Skagit County, Washington.
2. On September August 27, 2007, Decedent and I, while married, executed an instrument entitled "Community Property Agreement" ("the Agreement"), which is attached hereto. The Agreement provides that all community property owned at the time of the Agreement or thereafter acquired by either or both spouses is community property, and that that community property vests in the sole ownership of the surviving spouse upon the death of one 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:

Assessors Tax/ Parcel No: 5100-004-667-0000 / P129389

A leasehold interest in the following described tract:

Lot 667, "SURVEY OF SHELTER BAY DIV. 4, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 48 of official Records, pages 627 to 631, inclusive, 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 our former marital community.
5. Decedent left a Will, which designates me as the beneficiary of 100% of Decedent's estate. 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.
6. Decedent's estate is not subject to state or federal transfer taxes, because it is passing in its entirety to a U.S. citizen surviving spouse, and therefore fully covered by the unlimited marital deduction against transfer taxes.
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.

DATED this 8-30¹³ day of August, 2013.

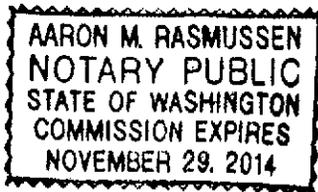
Virginia R Macdonald
VIRGINIA R. MACDONALD

SUBSCRIBED and SWORN (or affirmed) to before me this 30 day of August, 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

THIS AGREEMENT is made August 27, 2007, at La Conner, Washington, between K. W. Macdonald ("Husband") and Virginia R. "Ginnie" Macdonald ("Wife"), husband and wife, both of whom are domiciled in the state of Washington, pursuant to Section 26.16.120 of the Revised Code of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Status of Property. All property (including, but not limited to, property owned at the time of their marriage, property received up to the date of this Agreement by gift, bequest, legacy, devise or inheritance, or proceeds, income, rents, issues, profits, gains and appreciation from such property) of every kind, whether titled in the name of Husband, or Wife, or both spouses, wherever situated, now owned by Husband and Wife, or by either of them, or hereafter acquired, during the existence of the marital community, is and shall be considered community property.

2. Disposition of Community Property at Death. If one spouse dies and the other spouse survives by ten (10) 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. Exception to Agreement. Either spouse may, with the written agreement of the other spouse, reserve separate property and dispose of it outside of this Agreement by making a separate beneficiary designation for a particular asset, such as an IRA, life insurance policy, or annuity, but not by Will. This exception shall apply only to such designations made after the date of this Agreement.

4. 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 references to specific parts, shares or assets thereof. Any interest so 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 other disposition.

5. Powers of Appointment. This Agreement shall not affect any power of appointment that is now held or is hereafter given to Husband or Wife, nor shall it obligate Husband or Wife to exercise such power of appointment in any way.

6. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement or other arrangement previously made by the parties affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

7. Optional Revocation By One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2. 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

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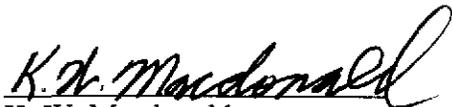
person. For the purpose of this paragraph, a spouse shall be deemed disabled if two licensed physicians state in writing that the spouse is unable to manage his or her own affairs.

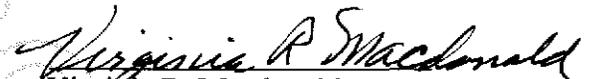
8. Termination. This Agreement shall terminate under any of the following circumstances:

- (i) The mutual agreement of the parties in writing.
- (ii) The provisions of Paragraph 2 shall be deemed mutually terminated upon the earlier to occur of (a) the termination of the marital community, or (b) the filing by either party of a petition for dissolution of their marriage, for divorce or for the annulment of their marriage (the Termination). Following such Termination, property thereafter acquired by Husband or Wife shall be the acquiring spouse's separate property, and the income, rents, issues, profits, gains and appreciation attributable to property which was their community property shall be their respective separate property in equal shares. Any property which was community property at the Termination shall not cease to be such merely by reason of the Termination.
- (iii) Immediately prior to death if neither party survives the other by ten (10) days.

9. Independent Counsel. Husband and Wife each recognize that he or she has a right to be represented by independent counsel in arriving at this Agreement. Each of them hereby waives said right and states that he or she has had an adequate, fair and full disclosure of all assets now owned and the value of each involved in this Agreement.

DATED as first stated above.


 K. W. Macdonald
 Husband


 Virginia R. Macdonald
 Wife

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Acknowledgement of Advice as to Retention of Separate Counsel

We have both been advised that the foregoing document may have a significant effect on how our property is owned and who may receive assets at our deaths. We have been advised by our attorney, Felicia Value, to obtain separate counsel to review our respective rights and the effects of this Agreement and all matters incident to it. We each decline to obtain such separate counsel, and acknowledge that we nevertheless enter into this Agreement freely and voluntarily.

K. W. Macdonald
K. W. Macdonald
Husband

Virginia R. Macdonald
Virginia R. Macdonald
Wife

STATE OF WASHINGTON)

: ss

County of Skagit)

I certify that I know or have satisfactory evidence that K. W. Macdonald and Virginia R. Macdonald are the persons who appeared before me, and said persons each acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated August 27, 2007

[Signature]

Notary Public in and for the State
of Washington, residing at Quacortes WA
My Commission Expires: 9.6.2010

