

Filed for Record at the Request of:

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

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

2014922
MAR 25 2014

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



201403250019

Skagit County Auditor

\$78.00

3/25/2014 Page

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7 10:56AM

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: William George Folmer, Deceased

GRANTEE: Marsha Kaye Mellana

ABBREV. LEGAL DESCRIPTIONS:

Parcel 1: O/S#4AF#9703140025 1998 PTN GOV LT 1 DAF BEG AT SE COR GOV LT 1 TH N 0-03-30 E ALG E LI 330 FT TH S 89-51-15 W PARL WI S LI 396FT TO TPOB TH CONT S 89-51-15 W PARL WI S LI 132FT TH S 0-03-30 E 330 FT TO S LI SD LT TH N 89-51-15 E ALG S LI 132FT TH N 0-03-30 E 330FT TO TPOB

Parcel 2: (1.5000ac) O/S#4 AF#9703140025 1998 PTN GV LT 1 DAF BAT SE C LT 1 TH N 0-03-30 E ALG E LI LT 1 330 FT TH S 51-15 W PLW S LI LT 1 198FT TPB TH S 89-51-15 W PLW S LI LT 1 198FT TH S 0-03-30 W 330.0FT TO S LI LT 1 TH N 89-51-15 E 19 8FT TH N 0-03-30 E 330 FT

ASSESSOR'S TAX/PARCEL ID NOS.: 350231-0-001-0306 / P33249, 350231-0-003-0007 / P33253

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

MARSHA KAYE MELLANA, being first duly sworn, upon oath deposes and says:

1. I am the lawful surviving spouse of WILLIAM GEORGE FOLMER ("Decedent"), who died February 11, 2014 at Seattle, Washington. At that time and at all times referenced in this document, both of us were residents of Anacortes, Skagit County, Washington.
2. On October 10, 2008, 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 certain tangible personal property of mine) 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 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:

That portion of Government Lot 1, Section 31, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at the Southeast corner of Government Lot 1;
Thence North 0°03'30" East along the East line of said Lot 1, a distance of 330.0 feet;
Thence South 89°51'15" West parallel with the South line of said Lot 1, a distance of 264 feet to the true point of beginning;
Thence continuing South 89°51'15" West parallel with the South line of said Lot 1 a distance of 132.00 feet;
Thence South 0°03'30" West a distance of 330.0 feet to the South line of said Lot 1;
Thence North 89°51'15" East a distance of 132 feet;
Thence North 0°03'30" East a distance of 330 feet to the true point of beginning.

TOGETHER WITH that portion of Government Lot 1, Section 31, Township 35 North, Range 2 East, W.M., described as follows:

The West 66 feet as measured perpendicular to and parallel with the West line of the following described property:

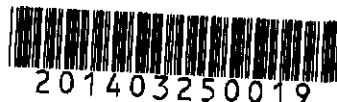
Beginning at the Southeast corner of Government Lot 1;
Thence North 0°03'30" East along the East line of said Lot 1, distance of 330.00 feet;
Thence South 89°51'15" West parallel with the South line of said Lot 1, a distance of 204 feet;
Thence South 0°03'30" West a distance of 330.00 feet to the South line of said Lot 1;
Thence South 89°51'15" East a distance of 204 feet to the point of beginning.

ALSO TOGETHER WITH that portion of Government Lot 1, Section 31, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at the Southeast corner of said Government Lot 1;
Thence North 0°03'30" East along the East line of said Lot 1 a distance of 330 feet;
Thence South 89°51'15" West, parallel with the South line of said Lot 1 a distance of 396 feet to the true point of beginning;
Thence continue South 89°51'15" West parallel with the South line of said Lot 1, a distance of 132 feet;
Thence South 0°03'30" West a distance of 330 feet to the South line of said Lot 1;
Thence North 89°51'15" East along said South line a distance of 132 feet;
Thence North 0°03'30" East a distance of 330 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as said easement is set forth in Declaration of Easement recorded under Auditor's File No. 788308, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

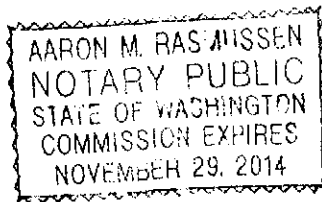


5. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and there are no unpaid creditors of Decedent or of the former marital community. Decedent's estate was not subject to state or federal transfer taxes, because its fair market value as of the date of Decedent's death was below the applicable exemption thresholds in effect at that time.
6. Decedent executed a Will on October 10, 2010, 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.
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 24th day of March, 2014.

Marsha Kaye Mellana
MARSHA KAYE MELLANA

SUBSCRIBED and SWORN (or affirmed) to before me this 24th day of March, 2014.



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

My appointment expires 11-29-14



201403250019

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between WILLIAM GEORGE FOLMER and MARSHA KAYE MELLANA, husband and wife ("the Spouses"), both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the Spouses hereby agree as follows:

A. Status of Property. All property of whatever nature or description; whether real, personal, or mixed and wherever located; now owned, or hereafter acquired by the Spouses or either of them, shall be considered and hereby is declared to be community property, except the items listed at Exhibit A hereto, which are declared to be the separate property of MARSHA KAYE MELLANA.

B. Disposition of Property. Upon the death of one of the Spouses survived by the other Spouse, all the then-existing community property of the Spouses, real and personal, shall vest in and become the sole property of the surviving Spouse in fee simple. The separate property of MARSHA KAYE MELLANA shall be distributed pursuant to her Last Will and Testament at her death.

C. Termination. This Agreement may be terminated upon mutual, written agreement of the Spouses or their acting Attorney(s)-in-fact. In the absence of other evidence indicating the Spouses' intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon the occurrence of one or more of the following events:

- (1) Upon either Spouse filing a petition, complaint, or other pleading for legal separation, dissolution of the marriage, or to have the marriage declared invalid.
- (2) Immediately prior to death if both Spouses should die simultaneously or under circumstances where the order of death cannot be ascertained.

D. Optional Revocation by One Spouse. If either Spouse becomes incapacitated, the other Spouse shall have the power to revoke this agreement. 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 purposes of this paragraph, a Spouse shall be deemed incapacitated upon receipt by the other Spouse of written notice, signed by the incapacitated Spouse's duly-licensed attending physician or by two duly-licensed physicians who have examined the incapacitated Spouse, declaring that the incapacitated Spouse is unable to manage his or her own affairs.

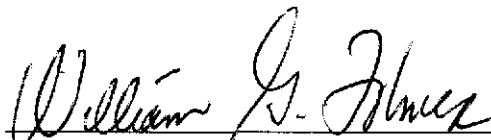
E. Disclaimer. Upon the death of either Spouse, the surviving Spouse may disclaim any interest passing under this agreement in whole or in part, or with reference to specific



parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph B had been revoked as to such interest, with the surviving Spouse entitled to the benefits provided by any alternate disposition.

F. Revocation of Contrary Provisions. The provisions of any community property agreement, agreement regarding the status of property, or any other arrangement made previously by the Spouses or either of them affecting the property described in this Agreement are hereby revoked to the extent of any inconsistency with this Agreement.

SIGNED at Anacortes, Washington this 10th day of October, 2008.

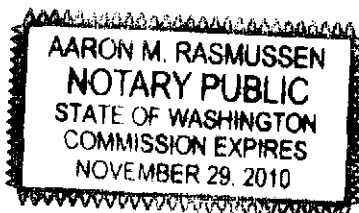

WILLIAM GEORGE FOLMER

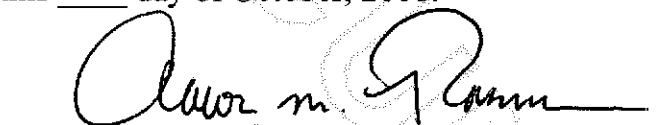

MARSHA KAYE MELLANA

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me WILLIAM GEORGE FOLMER and MARSHA KAYE MELLANA, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of October, 2008.





NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My appointment expires 11-29-10



EXHIBIT A

Separate Property of MARSHA KAYE MELLANA:

1. Beautiful oak chair refinished by Marsha.
2. Marsha's 1967 Volkswagen bug.
3. Marsha's houseplants.
4. Marsha's gardening books.
5. The blue quilt which has the cross-stitch and dark blue polka dot sashing.
6. The orange and green quilt, otherwise known as my fall quilt.
7. Marsha's coin and bill collection (both foreign and domestic).
8. Marsha's signed copy of the James Dean poster that Marsha bought in San Miguel de Allende, Mexico.
9. Marsha's fishing gear, including fly and spinning rods.
10. Marsha's painting by Anne Martin McCool, which is entitled "Winter Poppies".
11. All of Marsha's jewelry.
12. All of Marsha's sewing fabrics, whole quilts and quilt materials, except the quilt that Marsha made for Bill (log cabin style).
13. All of the books, records and tapes that William George Folmer, if surviving, does not want at the time of Marsha's death.
14. Marsha's collection of birdhouses.
15. Marsha's stuffed animals.
16. The Rebecca Hyland batik called "Cap Sante House" which Marsha bought many years ago after first moving to Anacortes.
17. Marsha's "San Miguel Doors" photograph.



18. Marsha's mother's paintings, drawings and jewelry, which Marsha possesses.
19. Marsha's clothing.



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