

Filed for Record at the Request of:

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201603170011

Skagit County Auditor
3/17/2016 Page

1 of

\$76.00
4 10:49AM

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: Janet R. Boge

GRANTEE: Public

ABBREV. LEGAL DESCRIPTION:

COPPER POND PUD, LOT 25

ASSESSOR'S TAX/PARCEL ID NO.:

4661-000-025-0000 / P108194

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016571

MAR 17 2016

Amount Paid \$
Skagit Co. Treasurer
By *McDirl* Deputy

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

JANET R. BOGE, being first duly sworn, upon oath deposes and says:

1. I am the lawful surviving spouse of ERIC J. BOGE ("Decedent"), who died January 31, 2015 at Anacortes, Washington. At that time and at all times referenced in this document, both of us were residents of Anacortes, Skagit County, Washington.
2. On December 23, 2009, 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 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:

Lot 25, PLAT OF COPPER POND PLANNED UNIT DEVELOPMENT, according to the plat thereof recorded in Volume 16 of Plats, pages 70 through 72, records of Skagit County, Washington.

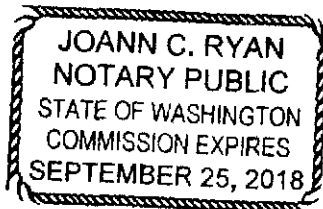
SUBJECT TO: Restrictions, reservations and easements of record.

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 February 28, 2014. The Will 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 15th day of March, 2016.

Janet R. Boege
JANET R. BOEGE

SUBSCRIBED and SWORN (or affirmed) to before me this 15th day of March, 2016.



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

My appointment expires 9-25-18

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between ERIC J. BOGE and JANET R. BOGE, 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.

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.

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.

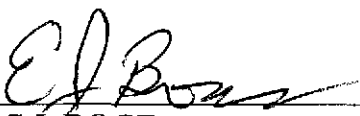
(2) Immediately prior to death if both Spouses should die simultaneously or under circumstances where the order of death cannot be ascertained.

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 23 day of December, 2009.

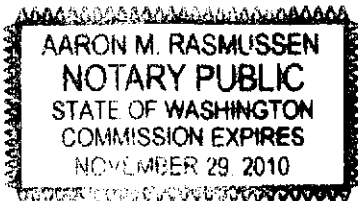

ERIC J. BOGE



JANET R. BOGE

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me ERIC J. BOGE and JANET R. BOGE, 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 23 day of December, 2009.




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