

After recording return to:
Stephen C. Schutt
P.O. Box 1032
Anacortes, WA 98221



Skagit County Auditor \$79.00
5/24/2016 Page 1 of 7 10:09AM

AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT)

DUANE R. WEBB , being first duly sworn, deposes and says:

THAT Affiant is the surviving spouse of DEE ANN WEBB who died at Anacortes, Skagit County, Washington, on the 31st day of March 2016; having provided for the disposition of all community property as between Affiant and said deceased spouse under Community Property Agreement dated the 9th day of April, 1999;

THAT there are no unpaid creditors of said decedent or of the former marital community nor unpaid funeral expense or expense of last illness, except as follows:

Assorted un-paid Credit Cards.

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 2047
MAY 24 2016**

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

THAT the value of the community estate as of the date of death, including all real and personal property, was approximately \$5,000.00, and the value of all separate property of said decedent was approximately \$5,000.00 as of the date of death.

Amount other items of community property was the following described real estate:

P56416/3772-247-020-0011

Lots 16, 17, and the West 1/2 of Lot 18, Block 247, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.
(Also known as Parcel B of Survey No. 199912100082)

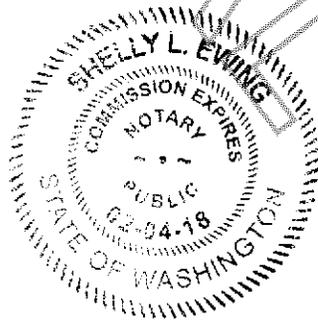
This Affidavit is made to induce any and all Title Guaranty Company to issue its policies of title insurance on real property passing to the surviving spouse by virtue of said Community Property

Survivorship Agreement in reliance upon the representations hereinabove set forth

Duane R. Webb
Duane R. Webb, Affiant

SUBSCRIBED AND SWORN to before me this 10th day of May, 2016.

Shelly L. Ewing
NOTARY PUBLIC in and for the state of
Washington, residing at Anacortes
My Appointment expires 02-04-2018



UNOFFICIAL DOCUMENT

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 9th day of APRIL, 1999, between DUANE R. WEBB and DEE ANN WEBB, husband and wife, both of whom are domiciled in the State of Washington. In consideration of the mutual benefits to be derived and their mutual agreements set forth below, the parties agree as follows:

1. Property Covered: This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife (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. If Husband dies and Wife survives, any separate property of Husband which is owned by Husband at the time of his death (except for assets for which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives her, any separate

UNOFFICIAL DOCUMENT

property of Wife which is owned by Wife at the time of her death (except for assets for which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property."

2. Vesting at Death of a Spouse: 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. 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 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. Automatic Revocation: The provisions of paragraph 2 shall be automatically revoked:

(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

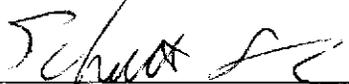
(c) Immediately prior to death, if the order of death cannot be ascertained.

5. Optional Revocation by One Party: If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 3 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 guardians, if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in Washington signs a statement declaring that the

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 Wife or Husband 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. Inconsistent Agreement: 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.


Witness


Witness


DUANE R. WEBB


DEE ANN WEBB

STATE OF WASHINGTON)

SS.

COUNTY OF SKAGIT

On April 9th, 1999 personally appeared before me DUANE R. WEBB and DEE ANN WEBB, 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 uses and purposes therein mentioned.

Given under my hand and official seal on this 9 day of April, 1999.

Lois LeBlonde
NOTARY PUBLIC, in and for the
State of Washington
My commission expires: 6-25-99

