After recording return to:

Souders Law Group 913 Seventh Street Anacortes, WA 98221



Skagit County Auditor 10/2/2017 Page

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DOCUMENT TITLE:

AFFIDAVIT

GRANTOR:

NANCY MUDGE-COGGON, SURVIVING SPOUSE OF GRANT

COGGON, DECEASED

GRANTEE:

THE PUBLIC

ASSESSOR'S TAX/PARCEL NUMBERS: P67395 / 3952-000-012-0008

AFFIDAVIT

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 20174645

OCT 0 2 2017

STATE OF WASHINGTON

SS.

Amount Paid SE Skagit Co. Treasurer By William Deputy

COUNTY OF SKAGIT

Nancy Mudge-Coggon, being first duly sworn, upon oath deposes and says:

That I am the surviving spouse of Grant Coggon (the Decedent), who died October 21, 2011 at Anacortes, Washington. At the time of my husband's death, we were both residents of Anacortes, Skagit County, Washington.

That this Affidavit is for the purpose of supplying information pertaining to the Estate of Grant Coggon, and it is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all persons dealing with the real property described herein and with any other community property.

That at the time of the death of Grant Coggon, there was in full force and effect a Community Property Agreement, executed by Grant Coggon and myself, Nancy Mudge-Coggon, on March 29, 2011. A certified copy of that Agreement is attached hereto. The Agreement specifies that all property of Nancy Mudge-Coggon and Grant Coggon, whenever acquired and including all property to be acquired after the date of the

Agreement shall be considered to be community property. The Agreement further provided that in the event of the death of either spouse, all community property, whether real or otherwise, would immediately vest in the surviving spouse in fee simple.

That Grant Coggon, the Decedent, also executed a Last Will and Testament. However, no proceedings have been initiated and none are contemplated to probate the Decedent's Estate, since his entire Estate will pass under the Community Property Agreement attached hereto.

That all expenses of the Decedent's last illness, funeral and costs of administration have been paid and I know of no unpaid creditors of the Decedent or of the marital community.

That among the property that the Decedent and Nancy Mudge-Coggon held as community property was the following described real estate:

Parcel A:

Lot 12, ASSESSOR'S PLAT OF HENRY W. MCFADDEN ESTATE, according to the plat thereof recorded in Volume 8 of Plats, page 87, records of Skagit County, Washington;

Parcel B:

An easement for ingress and egress for roadway purposes across a strip of land 40 feet in width, being 20 feet on each side of the following described centerline:

Beginning at a point on the South line of Government Lot 7, Section 2, Township 34 North, Range 1 East of the Willamette Meridian, which point bears North 88°15' West a distance of 796.74 feet from the Southeast corner of said Government Lot 7:

Thence North 9°21' West a distance of 407.63 feet, more or less, to the South line of the plat of Wildwood Lane, Re-Plat of Lots 4, 5, 6 and 7, ASSESSOR'S PLAT OF HENRY W. MC FADDEN ESTATE, according to the plat recorded in Volume 10 of plats, pages 46 and 47, records of Skagit County, Washington, being the terminus point of said easement.

The Grantor herein reserves unto themselves their heirs, successors and assigns an easement for ingress and egress to Lot 11, for roadway purposes across a strip of land 60 feet in width, being 30 feet of each side of the following described centerline described as follows:

Commencing at a point 220 feet South of the Northwest corner of Lot 12 and running East to a point on the East line of lot 12, 220 feet South of the Northeast corner of Lot 12.

Together with an easement for ingress and egress over, along and across a strip of land 10 feet in width, the North line of said strip being the North line of lot 11 and running East from the West line of lot 11 along the North line of lot 11 to the shore of Lake Erie, for foot traffic access to Lake Erie for the benefit of lot 12.

And along with the Northern most 100 feet of Lot 11, the north line of said strip being the north line of Lot 11 and running east from the west line of Lot 11 along the north line of Lot 11 to the shore of Lake Erie.

H.W. McFadden Est. holds records of Skagit County, Washington.

The Decedent's estate is not subject to estate tax for the federal government or the State of Washington, as the surviving spouse is a citizen of the United States, with an unlimited marital deduction

Dated this 67 th day of September, 2017.

Nancy Mudge-Coggon

SUBSCRIBED AND SWORN to before me this

_day of September, 2017.

Julia Ann James

Notary Public in and for the State of /// Washington, residing at Mount Vernon.

My appointment expires January 19, 2018

COMMUNITY PROPERTY AGREEMENT

- Grant G. Coggon, ("Husband") and Nancy J. Mudge-Coggon ("Wife"), husband and wife, acting pursuant to the provisions of Revised Code of Washington 26.16.120, providing for agreements between husband and wife for fixing of the status and disposition of community property, HEREBY AGREE AS FOLLOWS:
- 1. All property now owned or hereafter acquired by either Husband or Wife is designated as Community Property, unless, after the date of this Agreement, the parties shall agree otherwise by making a separate property designation signed by both of them. This designation of Community Property applies even though some items of property 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.
- 2. If one spouse dies and the other spouse survives by ten (10) days, all Community Property shall vest in the surviving spouse as of the moment of death of the first spouse to die.
- 3. 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. 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. Property held by the parties in joint tenancy, and any transfer or attempted transfer of Community Property into joint tenancy form, shall not change its status as Community Property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only and such property shall be Community Property and ownership and title shall vest as provided in Section 2 above.
- 5. The provisions of Section 2 above 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. Immediately prior to death if neither party survives the other by ten days.

Community Property Agreement Of Grant G. Coggon and Nancy J. Mudge-Coggon Page 1 of 2

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Law Office of Alan R. Souders 913 Seventh Street Anacortes, Washington 98221 (360) 299-3060 www.souderslaw.com

- first either party becomes incapacitated, the other party shalf have the power to terminate the provisions of Section 2 above. 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 spouse. Each party designates the other party as attorney in fact to become effective upon incapacity to agree to the termination. For the purposes of this section, 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.
- 7. 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 community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, we have hereunto set our hands this agth day of March 2011

Grant G. Coggon

STATE OF WASHINGTON

)ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Grant G. Coggon and Nancy J. Mudge-Coggon, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 29th day of Warch 2011.

OLIC STATE

Print Name

(Print Name)

Notary Public in and for the State of

Washington, residing at

My appointment expires 19 Nov

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www.sonderslaw.com

Community Property Agreement Of Grant G. Coggon and Nancy J. Mudge-Coggon Page 2 of 2 State of Washington
County of Skagit

On this 18th day of September, 2017, I certify that the preceding document is a true, exact, complete, and unaltered photocopy made by me from the original document Community Property Affidavit, and that, to the best of my knowledge, the photocopied document is neither a public record nor a publicly recorded document, certified copies of which are available from an official source other than a notary public.

Julia/Ann James

Notary Public in and for the State of Washington, residing at Mount Vernon.

My appointment expires January 19, 2018.

-STATELOF-WASHINGTON. DEPARTMENT OF HEALTH

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33. Funeral Direct Signature Steve Hortegas	
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Skagit County Public Health Department Howard Leibrand M.D. Health Officer

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