

JONES BUTLER DOLAN, PS
P.O. Box 2784
Mount Vernon, WA 98273
360-336-2939



201809250086

09/25/2018 02:28 PM Pages: 1 of 13 Fees: \$111.00
Skagit County Auditor

**COMMUNITY PROPERTY AFFIDAVIT
OF SURVIVING SPOUSE**

Document Title: Community Property Affidavit of Surviving Spouse

Grantor: LaVonda M. Vandenburg

Grantee: Daniel G. Vandenburg

**Assessor's Parcel
Numbers:** P38528
P38529
P38530
P132672
P132673

Abbreviated Legal: S1/2 SW1/4 NE1/4 SEC6 TWP35N R5

Reference Numbers: 474252; 519752; 641416

Daniel G. Vandenburg, being first duly sworn, on oath deposes and says:

I am a resident of Skagit County, Washington, and I am the surviving spouse of Lavonda M. Vandenburg, deceased, who died on August 5, 2017, in Skagit County, Washington. A certified copy of Lavonda M. Vandenburg's Certificate of Death is attached hereto as Exhibit A.

On March 21, 2003, Decedent and I, as husband and wife, validly executed a written Community Property Survivorship Agreement, which has remained valid and in full force since its execution, pursuant to RCW 26.16.120. The Community Property Survivorship Agreement is attached hereto as Exhibit B.

The statements set forth in this affidavit are representations of facts that may be relied upon by all parties dealing with the real properties located in Skagit County, Washington, more fully described in Exhibit C, as well as any other assets owned by Lavonda M. Vandenburg at the time of her death.

During our marriage, Decedent and I, as husband and wife, acquired the real properties described herein by Statutory Warranty Deed, dated April 21, 1952, and recorded pursuant to Skagit County Auditor's Number 474252; Statutory Warranty Deed, dated June 18, 1955, and recorded pursuant to Skagit County Auditor's Number 519752; Statutory Warranty Deed, dated February 28, 1964, and recorded pursuant to Skagit County Auditor's Number 647416.

All of the community property is subject to the Community Property Survivorship Agreement, more fully described herein, the disposition of all such property is controlled by the Agreement, and all of the community property passed to Daniel G. Vandenburg upon Decedent's death. SKAGIT COUNTY WASHINGTON

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2018 4 24
SEP 24 2018
Amount Paid \$
Skagit Co. Treasurer
By *mb* Deputy

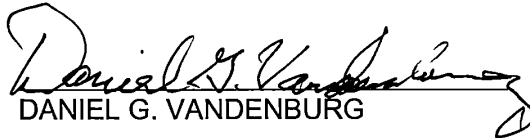
6. Probate

No proceedings have occurred or are anticipated to have a Will of Decedent admitted to probate, to have a Personal Representative appointed for Decedent, or to set aside, cancel, or revoke the Community Property Survivorship Agreement.

7. Decedent's Debts, Expenses, Taxes

All debts and expenses of Decedent, and any liabilities or obligations of the marital community have been paid in full, and no estate taxes are due.

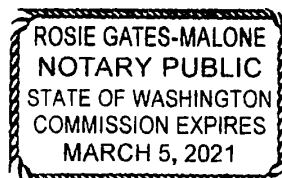
Signed in Mount Vernon, Washington, this 14th day of February, 2018.



DANIEL G. VANDENBURG

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Daniel G. Vandenburg is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 14th day of February, 2018.




ROSIE GATES MALONE
Notary Public
In and for the State of Washington
My appointment expires: 03-05-2021

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

201809250086

08/25/2018 02:28 PM Page 4 of 13

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2017-033897

DATE ISSUED: 08/07/2017
FEE NUMBER:

FIRST AND MIDDLE NAME(S): LAVONDA MAE
LAST NAME(S): VANDENBURG

COUNTY OF DEATH: SKAGIT
DATE OF DEATH: AUGUST 05, 2017
HOUR OF DEATH: 07:00 AM
SEX: FEMALE AGE: 88 YEARS
SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITE

BIRTH DATE: [REDACTED]
BIRTHPLACE: SIOUX CITY, WOODBURY COUNTY, IA

MARITAL STATUS: MARRIED
SPOUSE: DANIEL GEORGE VANDENBURG

OCCUPATION: HOMEMAKER
INDUSTRY: OWN HOME
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED
US ARMED FORCES: NO

INFORMANT: DANIEL GEORGE VANDENBURG
RELATIONSHIP: HUSBAND
ADDRESS: 6414 NORTH FRUITDALE ROAD, SEDRO-WOOLLEY, WA

CAUSE OF DEATH:
A: CONGESTIVE HEART FAILURE
INTERVAL: YEARS
B: VALVULAR HEART DISEASE
INTERVAL: YEARS

C:
INTERVAL:
D:
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: ALZHEIMER'S DEMENTIA

DATE OF INJURY:
HOUR OF INJURY: UNKNOWN
INJURY AT WORK: UNKNOWN
PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:
COUNTY:
DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOME
FACILITY OR ADDRESS: 6414 NORTH FRUITDALE ROAD
CITY, STATE, ZIP: SEDRO-WOOLLEY, WASHINGTON 98284

RESIDENCE STREET: 6414 NORTH FRUITDALE ROAD
CITY, STATE, ZIP: SEDRO-WOOLLEY, WASHINGTON 98284
INSIDE CITY LIMITS: NO COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 67 YEARS

FATHER/PARENT: ADRIAN THEODORE ALLEN
MOTHER/PARENT: ELSIE ADELIN [REDACTED]

METHOD OF DISPOSITION: BURIAL
PLACE OF DISPOSITION: HAMILTON CEMETERY

CITY, STATE: HAMILTON, WASHINGTON
DISPOSITION DATE: AUGUST 11, 2017

FUNERAL FACILITY: LEMLEY CHAPEL

ADDRESS: 1008 THIRD ST
CITY, STATE, ZIP: SEDRO WOOLLEY, WASHINGTON 98284
FUNERAL DIRECTOR: DOUGLAS E. HUTTER

MANNER OF DEATH: NATURAL
AUTOPSY: NO
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE
CAUSE OF DEATH: NOT APPLICABLE
DID TOBACCO USE CONTRIBUTE TO DEATH: UNKNOWN
PREGNANCY STATUS IF FEMALE: NO RESPONSE

CERTIFIER NAME: LESLIE A. ESTEP, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A
CITY, STATE, ZIP: MOUNT VERNON, WA 98273
DATE SIGNED: AUGUST 07, 2017

CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NOT APPLICABLE
ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: CHERYL PETERSON
DATE RECEIVED: AUGUST 07, 2017

DOH 422-132 (4/16)

NOT VALID IF PHOTOCOPIED OR ALTERED



Affidavit for Correction 201809250086

This is a legal document. Complete in ink and do not alter.

Mail to: Center for Health Statistics
P.O. Box 47814
Seattle, WA 98146-7814
360-236-4300

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Required	Required information must match current information on record		
	Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)		
	1. Name on Record: <small>First Middle Last</small>		2. Date of Event: <small>MM/DD/YYYY</small>
	4. Father/Parent Full Legal Name (Spouse A for Marriage or Dissolution) <small>First Middle Last Maiden</small>		5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution) <small>First Middle Last Maiden</small>
6. Name of Person Requesting Correction:		Relationship to Person on Record: <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital <input type="checkbox"/> Parent(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify)	

7. Return Mailing Address: <small>P.O. Box or Street Address</small>

Telephone Number: <small>()</small>	Email Address:
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Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record now shows:	The true fact is:
8.	9.
10.	11.
12.	13.
14.	15.

I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct

16a. Signature:	16b. Signature of 2 nd parent (if required):
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Printed name:	Date:	Printed name:	Date:
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INSTRUCTIONS – go to www.doh.wa.gov for more information

Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof

Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Passport
- Green/Permanent Resident card (I-551)

Birth Certificates

1. Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
2. The proof(s) must match the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.
3. Documentary proof must be five or more years old or established within five years of birth.

Child under 18

- If legal guardian(s), include certified court order proving guardianship
- Up to age one, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names)*
- After age one, a court order is required to change the last name
- No proof is required to change the first or middle name*
- To correct parent's information, one documentary proof is required.
- To correct the sex of the child, one documentary proof from a medical provider is required

Adult (18 years or older)

- Only the adult can change his or her birth certificate
- If the first or middle name is missing, three pieces of documentary proof are required
- If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required
- To correct parent's birth date, place of birth, or name, one documentary proof is required

*To change any part of the name of a child, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate with request.

This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)

Death Certificates

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). The informant may change marital status with proof. Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.
2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

1. Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.

DOH 422-034 October 2015



Certificate not valid unless the Seal of the State of Washington changes color when heat applied.

CERTIFIED

AUG 07 2017

Howard Librand
Skagit County Health Department
Howard Librand M.D., Health Officer



0 1 5 1 6 5 0 7

Community Property Agreement

This is an important document and may affect your rights, including those of your estate beneficiaries. Each spouse is entitled to individual representation on the issues discussed in this document. Please make sure that you understand the issues presented in this document before executing it.

THIS AGREEMENT is entered into this date by Daniel George Vandenburg and LaVonda Mae Vandenburg.

Recitals and Terms

History

On ~~***Marriage date***~~ 8/21/48 Daniel George Vandenburg (hereinafter referred to as "Husband") and LaVonda Mae Vandenburg (hereinafter referred to as "Wife") were married. Husband and Wife desire to conclusively establish the status of their property interests, whether real or personal, and whether acquired before or during their marriage.

Property Covered

Husband and Wife intend by this Agreement to transmute to community property any and all joint tenancy property, tenancy by the entireties property, tenancy in common property, and separate property (both real or personal) owned by either of them

Estate Plan

Husband and Wife created an estate plan by establishing the Daniel and LaVonda Vandenburg Living Trust along with Pour-Over-Wills.

Community Property Estate

The term Community Property Estate shall refer to any and all property in which Husband and Wife have present and existing interests under the laws of Washington. The term Living Trust Community Property shall refer to that portion of the Community Property Estate held by the trustee of the Daniel and LaVonda Vandenburg Living Trust.

At the date of this Agreement, certain retirement accounts are maintained in the Husband's name as set forth in "Exhibit A" (such accounts, including any successor accounts, are hereafter referred to as "Husband's Retirement Proceeds"), and certain retirement accounts are maintained in the Wife's name as set forth in "Exhibit A" (such accounts, including any successor accounts, are hereafter referred to as "Wife's retirement Proceeds"). For convenience, the "Community Retirement Proceeds" refer to both Husband's Retirement Proceeds and Wife's Retirement Proceeds. "Exhibit A" may be updated from time to time.

Estate Planning Objectives

The parties desire to enter into a comprehensive agreement concerning the following estate planning objectives: (i) to conclusively establish the status of their various property interests; (ii) to allow a step up in basis for the surviving spouse in the entire interest of each Community Property asset; (iii) to allow a non pro rata division of their Community Property Estate when the community terminates on the death of either of them pursuant to the laws of Washington; and (iv) to provide that the Community Retirement Proceeds shall be allocated to the surviving spouse and that the balance of the Community Property Estate shall be divided between the deceased spouse and the surviving spouse to accomplish an overall division that is as equal as possible in the aggregate value of assets allocated to each.

Agreement

In order to give effect to their intent, the parties hereby agree as follows:

(a) Identification of Community Property

Husband and Wife mutually agree that all property now owned or hereafter acquired by Husband, Wife or both shall be the community property of Husband and Wife, including property interests that up to the date of this Agreement may have constituted separate property or property that would have been community property if acquired in this state, and including property held amongst themselves in joint tenancy and property held amongst themselves or with others as tenants in common or in any other manner. This Agreement is specifically intended to be an "express declaration" by each party to hold all such property as community property, as required under the laws of Washington.

(b) Retain Community Property Status

Husband and Wife affirmatively and expressly intend to retain the character of their community property with the benefits attendant to that character available under applicable State law as it exists at the time of execution of this Agreement. Should Husband and Wife reside in a State other than that in which this Agreement was executed, Husband and Wife intend that the benefits of owning property as community or marital property continue to accrue and inure to their benefit absent execution of a written agreement revoking such property status.

(c) Exception for Certain Joint Tenancy Assets

Notwithstanding the provisions Paragraph (a) above, the Parties agree that the following assets held by them as joint tenants (whether now owned or hereafter acquired) shall be owned by them as true joint tenants and not as community property: (i) checking accounts at a bank or savings and loan association; (ii) automobiles, boats, trailers, and other motor vehicles; (iii) U.S. Savings Bonds; and (iv) property owned by one spouse and a non-spouse in joint tenancy.

(d) Community Property Agreement

The parties agree that each of them owns an undivided one-half (1/2) interest in the total aggregate value of their Community Property Estate (sometimes known as the "aggregate theory"), as described under the laws of Washington, rather than an undivided one-half (1/2) interest in each and every community property asset (sometimes known as the "item theory").

(e) Division of Community Property Estate

Following the death of the first to die of the parties, Husband and Wife intend to effect a division of their Community Property Estate in order to accomplish their certain estate planning objectives. Accordingly, the parties agree that (i) the surviving spouse will own, as a part of his or her share of the Community Property Estate, all of the Community Retirement Proceeds; and (ii) the deceased spouse's share of the Community Property Estate shall include other community property assets as equal as possible in value to the value of such retirement proceeds.

(f) Discretion to Divide Community Property Estate

The parties further agree that the division of the Community Property Estate as agreed by the parties and set forth in this Agreement shall be accomplished through the discretion of (i) the trustee of the Living Trust then serving who shall select those assets from the Living Trust Community Property that shall constitute the deceased spouse's interest in the Community Property Estate; and (ii) the deceased spouse's personal representative who shall select those assets, if any, that are not in the Living Trust Community Property that shall constitute the deceased spouse's interest in the Community Property Estate.

(g) Surviving Spouse's Right to Change Beneficiary of Retirement Proceeds

The parties expressly agree that, subsequent to said death and division of property, the surviving spouse shall have the unrestricted right to (i) change the beneficiary designation of all or any part of the retirement proceeds; and (ii) elect a different benefit or payment option with respect to all or any part of the retirement proceeds.

(h) Binding Agreement

This Agreement shall be binding on the administrators, personal representatives, successors, and assigns of the parties hereto.

(i) Written Modifications

This Agreement can only be modified or revoked by a written instrument, executed by both parties, that expressly refers to this Agreement.

(j) Execution of Other Instruments

The parties agree that on the request of the other party, or his or her successors or assigns, he or she shall execute, deliver, and properly acknowledge any deeds or documents necessary to give effect to this Agreement.

(k) Applicable Law

All matters pertaining to the validity, construction, interpretation, and effect of this agreement shall be governed by the laws of Washington.

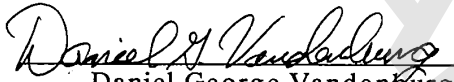
(l) Representation by Counsel

Daniel George Vandenburg and LaVonda Mae Vandenburg have consented to joint representation by John J. Kamrar, Attorney at Law, P. S. for purposes of drafting and reviewing the contents of this Agreement. In view of the possibility of conflicting legal and property interests between the parties, each party has been encouraged to obtain independent counsel to advise him or her concerning this Agreement and each party has knowingly waived the right to do so.

(m) Severability

If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable.

We execute and accept this Spousal Agreement on this date of March 21, 2003.


Daniel George Vandenburg


LaVonda Mae Vandenburg

STATE OF WASHINGTON

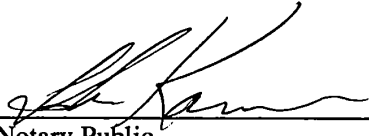
)
) ss.
)

COUNTY OF SKAGIT

On this day before me personally appeared before me Daniel George Vandenburg to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of March, 2003.

[Seal]



Notary Public
John J. Kamrar
119 N. Commercial Street
Bellingham, Washington 98225

My commission expires: 30 Aug 2006

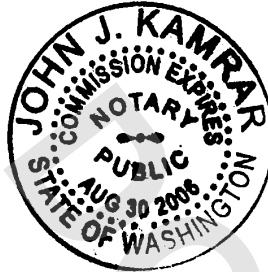


Exhibit C

P38528:

The North half of the Southwest Quarter of the Northeast Quarter, of Section 6 Township 35 North, Range 5 East, W.M., except County road and except the South 150 feet of that portion of said premises lying Westerly of the County road; situate in the county of Skagit, State of Washington.

P38529:

The East 290 feet of the South 150 feet of the North half of the Southwest Quarter of the Northeast Quarter, West of County Road, located in Section 6, Township 35 North, Range 5 East, W.M.

P38530:

That portion of Section 6, Township 35 North, Range 5 East, W.M., described as follows: Beginning at the Northwest corner of the South half of the Southwest Quarter of the Northeast Quarter; thence Easterly along the North line of said South half of the Southwest Quarter of the Northeast Quarter, 670 feet, more or less, to the true point of beginning; thence Easterly along the North line said South half of the Southwest Quarter of the Northeast Quarter, 350 feet, more or less; thence South 200 feet; thence Westerly 350 feet; thence North 200 feet to the true point of beginning.
EXCEPT county road right of way.

P132672:

The South 150 feet of North half Southwest Quarter of the Northeast Quarter lying West of road, except the East 290 feet of the South 150 feet of the North half of the Southwest Quarter of the Northeast Quarter, West of county road, located in Section 6, Township 35 North, Range 5 East, W.M.

P132673:

The South half of the Southwest Quarter of the Northeast Quarter of Section 6 Township 35 North, Range 5 East, W.M., EXCEPT road right of way. ALSO EXCEPT That portion of the Southwest Quarter of the Northeast Quarter, Township 35 North, Range 5 East, W.M., embraced within the boundaries of the following described tract; Beginning at a point on the North line of the Northwest Quarter of the Southeast Quarter of said Section 6, where the said North line intersects the East line of the county road right of way as the same existed on 2-17-56; thence Northeasterly along the county road to a point 110 feet North of said North line of the Northwest Quarter of the Southeast Quarter of Section 6; thence East 200 feet; thence South 110 feet to the said North line of the Northwest Quarter of the Southeast Quarter; thence West to the point of beginning. ALSO EXCEPT that portion of Section 6, Township 35 North, Range

5 East, W.M., described as follows: beginning at the Northwest corner of the South half of the Southwest Quarter of the Northeast Quarter; thence Easterly along the North line of said South half of the Southwest Quarter of the Northeast Quarter, 670 feet, more or less, to the true point of beginning; thence Easterly along the North line of said South half of the Southwest Quarter of the Northeast Quarter, 350 feet, more or less; thence South 200 feet; thence Westerly 350 feet; thence North 200 feet to the true point of beginning. EXCEPT county road right of way.