

AFTER RECORDING MAIL TO:

Name Ruth Karen Heft
Address 19117 SR9
City/State Mount Vernon, WA 98274

Document Title(s): (or transactions contained therein)

1. Community Property Agreement
- 2.
- 3.
- 4.



Reference Number(s) of Documents assigned or released:

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Ralph J. Heft
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Ruth K. Heft
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Portions of the North 1/2 of the Southeast 1/4 of section 6,
Township 33 North, Range 5 East, W.M.

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

P17970 P111972 P17937

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Community Property Agreement

THIS AGREEMENT is made August 17, 2010, at La Conner, Washington, between Ralph J. Heft ("Husband") and Ruth K. Heft ("Wife"), husband and wife, both of whom are domiciled in the state of Washington, pursuant to Section 26.16.120 of the Revised Code of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Status of Property. All property (including, but not limited to, property owned at the time of their marriage, property received up to the date of this Agreement by gift, bequest, legacy, devise or inheritance, or proceeds, income, rents, issues, profits, gains and appreciation from such property) of every kind, whether titled in the name of Husband, or Wife, or both spouses, wherever situated, now owned by Husband and Wife, or by either of them, or hereafter acquired during the existence of the marital community, is and shall be considered community property.

2. Disposition of Community Property at Death. If one spouse dies and the other spouse survives by ten (10) days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die

3. Exception to Agreement. Either spouse may, with the written agreement of the other spouse, reserve separate property and dispose of it outside of this Agreement by making a separate beneficiary designation for a particular asset, such as an IRA, life insurance policy, or annuity, but not by Will. This exception shall apply only to such designations made after the date of this Agreement.

4. 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 references to specific parts, shares or assets thereof. Any interest so 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 other disposition.

5. Powers of Appointment. This Agreement shall not affect any power of appointment that is now held or is hereafter given to Husband or Wife, nor shall it obligate Husband or Wife to exercise such power of appointment in any way.

6. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement or other arrangement previously made by the parties affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

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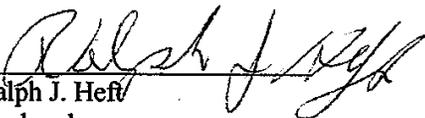
7. Optional Revocation By One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2. The Termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian(s), if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if two licensed physicians state in writing that the spouse is unable to manage his or her own affairs.

8. Termination. This Agreement shall terminate under any of the following circumstances:

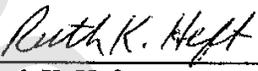
- (i) The mutual agreement of the parties in writing.
- (ii) The provisions of Paragraph 2 shall be deemed mutually terminated upon the earlier to occur of (a) the termination of the marital community, or (b) the filing by either party of a petition for dissolution of their marriage, for divorce or for the annulment of their marriage (the Termination). Following such Termination, property thereafter acquired by Husband or Wife shall be the acquiring spouse's separate property, and the income, rents, issues, profits, gains and appreciation attributable to property which was their community property shall be their respective separate property in equal shares. Any property which was community property at the Termination shall not cease to be such merely by reason of the Termination.
- (iii) Immediately prior to death if neither party survives the other by ten (10) days.

9. Independent Counsel. Husband and Wife each recognize that he or she has a right to be represented by independent counsel in arriving at this Agreement. Each of them hereby waives said right and states that he or she has had an adequate, fair and full disclosure of all assets now owned and the value of each involved in this Agreement.

DATED as first stated above.



Ralph J. Heft
Husband



Ruth K. Heft
Wife

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STATE OF WASHINGTON DEPARTMENT OF HEALTH

Local File Number **835-10** Washington State Certificate of Death State File Number

1. Legal Name (Include AKA's if any) First Middle LAST Suffix 2. Death Date
Ralph Joseph Heft 10/03/2010

3. Sex (M/F) 4a. Age - Last Birthday 4b. Under 1 Year 4c. Under 1 Day 5. Social Security Number 6. County of Death
Male **66** **00** **00** **000000** **Skagit**

7. Birthdate 8a. Birthplace (City, Town, or County) 8b. (State or Foreign Country) 8c. Decedent's Education
01/01/1944 **Seattle** **Washington** **B.S.**

10. Was Decedent of Hispanic Origin? (Yes or No) if yes, specify. 11. Decedent's Race(s) 12. Was Decedent ever in U.S. Armed Forces? (Yes)
No **Caucasian** **Yes**

13a. Residence: Number and Street (e.g., 624 SE 5th St.) (Include Apt. No.) 13b. City or Town
19117 State Route 9 **Mount Vernon**

13c. Residence: County 13d. Tribal Reservation Name (if applicable) 13e. State or Foreign Country 13f. Zip Code + 4 13g. Inside City Limits?
Skagit **Washington** **98274** Yes No Unk

14. Estimated length of time at residence. 15. Marital Status at Time of Death 16. Surviving Spouse's or Domestic Partner's Name (Give name prior to first marriage)
11 Years **Married** **Ruth Schmoe**

17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED). 18. Kind of Business/Industry (Do not use Company Name)
Area Manager **US Department of Interior**

19. Father's Name (First, Middle, Last, Suffix) 20. Mother's Name Before First Marriage (First, Middle, Last)
Joseph Heft **Polly**

21. Informant's Name 22. Relationship to Decedent 23. Mailing Address: Number and Street or RFD No. City or Town. State Zip
Ruth Heft **Wife** **19117 State Route 9, Mount Vernon, WA 98274**

24. Place of Death: if Death Occurred in a Hospital: Place of Death, if Death Occurred Somewhere Other than a Hospital:
Decedent's Home

25. Facility Name (if not a facility, give number & street or location) 26a. City, Town, or Location of Death 26b. State 27. Zip Code
19117 State Route 9 **Mount Vernon** **WA** **98274**

28. Method of Disposition 29. Place of Final Disposition (Name of cemetery, crematory, other place) 30. Location-City/Town, and State
Cremation **Moles Greenacres Crematory** **Ferndale, Washington**

31. Name and Complete Address of Funeral Facility 32. Date of Disposition
Good Steward Funerals 1907 Front St., Lynden, WA 98264 **October 12, 2010**

33. Funeral Director Signature: **Steve Hortegas**

34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.
BREAST CANCER Interval between Onset & Death: **4 YEARS**

35. Other significant conditions contributing to death but not resulting in the underlying cause given above 36. Autopsy? 37. Were autopsy findings available to complete the Cause of Death?
 Yes No Yes No

38. Manner of Death 39. If female 40. Did tobacco use contribute to death?
 Natural Homicide Not pregnant, but pregnant within 42 days before death Yes Probably
 Accident Undetermined Not pregnant, but pregnant 43 days to 1 year before death No Unknown
 Suicide Pending Unknown if pregnant within the past year

41. Date of Injury (mm/dd/yyyy) 42. Hour of Injury (24hrs) 43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area) 44. Injury at Work?
10/03/2010 **0345** **19117 State Route 9, Mount Vernon, WA** Yes No Unk

45. Location of Injury: Number & Street: Apt. No. City or Town: County: State: Zip Code + 4:
19117 State Route 9 **Mount Vernon** **WA** **98274**

46. Describe how injury occurred 47. If transportation injury, specify:
 Driver/Operator Pedestrian
 Passenger Other (Specify)

48a. Certifying Physician: (On the basis of my knowledge, death occurred at the time, date, and place stated.) (Type or Print) 48b. Medical Examiner/Coroner: (On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.)
Jonathon Gamson, M.D., 2116 East Section St., Mount Vernon, WA 98274 **X**

49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print) 50. Hour of Death (24hrs)
Jonathon Gamson, M.D., 2116 East Section St., Mount Vernon, WA 98274 **0345**

51. Name and Title of Attending Physician if other than Certifier (Type or Print) 52. Date Signed (mm/dd/yyyy)
Jonathon Gamson, M.D., 2116 East Section St., Mount Vernon, WA 98274 **10-7-2010**

53. Title of Certifier 54. License Number 55. ME/Coroner File Number 56. Was case referred to ME/Coroner?
M.D. **36055** **10-7-2010** Yes No

57. Registrar Signature: **Corinne Anderson, Deputy Registrar** 58. Date Received (mm/dd/yyyy)
10/12/2010

59. Amendments:



DOHCHS 003 Rev 07/09/07

RAISED SEAL

DOH 01-003 (6/99)