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Skagit County Auditor

When Recorded Please Return To:  
LAWRENCE A. PIRKLE  
P.O. Box 1788  
Mount Vernon, WA 98273  
(360) 336-6587

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Kaylee Ovdman  
DATE 5/26/2023

DOCUMENT TITLE(S):

AFFIDAVIT IN SUPPORT OF  
COMMUNITY PROPERTY  
AGREEMENT

REFERENCE NUMBER(S):

202203310237

GRANTOR:

BARBARA A. MEDFORD,  
SURVIVING SPOUSE OF  
GARY C. MEDFORD (DECEASED)

GRANTEE:

BARBARA A. MEDFORD

ASSESSOR'S PARCEL NUMBERS:

P40959 (350610-3-005-0000);  
P40973 (350610-3-010-0003);  
P40958 (350610-3-004-0001)

ABBREVIATED LEGAL DESCRIPTION:

The Northeast 1/4 of the  
Southwest 1/4 of Section 10,  
Township 35 North, Range 6  
East, W.M.

Situate in the County of Skagit,  
State of Washington.



6. The Decedent was survived by the following persons:

<u>Name and Address</u>	<u>Relationship</u>	<u>Age</u>
BARBARA A. MEDFORD 33289 Hamilton Cemetery Road Sedro Woolley, WA 98284	Spouse	Legal
RONALD W. MEDFORD 39558 State Route 20 Concrete, WA 98237	Son	Legal
TIFFANY A. DUVALL 3363 Hamilton Cemetery Road Sedro Woolley, WA 98284	Daughter	Legal
TONYA SCOTT 33741 State Route 20 Sedro Woolley, WA 98284	Granddaughter	Legal
JEREMY SCOTT 6357 Harmony Heights Loop Orofino, ID 83544	Grandson	Legal
DONALD ENSLEY 16250 Colony Road Bow, WA 98232	Grandson	Legal
JASON ENSLEY 16250 Colony Road Bow, WA 98232	Grandson	Legal

8. I, BARBARA A. MEDFORD, affirm that I am the sole and rightful heir to the property legally described above.

9. That the transfer of this property is exempted from the real estate excise tax pursuant to WAC 458-61A-202(6)(a).

DATED this 22<sup>ND</sup> day of May, 2023.

Barbara A. Medford  
BARBARA A. MEDFORD

SIGNED AND SWORN to before me this 22<sup>ND</sup> day of May, 2023.



LAWRENCE A. PIRKLE

A handwritten signature in black ink, appearing to read "Lawrence A. Pirkle", written over a horizontal line.

NOTARY PUBLIC in and for the  
State of Washington,  
Residing at Mount Vernon  
My Commission Expires: 5/7/27

EXHIBIT "B"

**Assessor's Parcel Number: P40958 (350610-3-004-0001)**

The East 10 acres of the West 20 acres of the following described property:

The Northeast 1/4 of the Southwest 1/4 of Section 10, Township 35 North, Range 6 East, W.M.,

EXCEPT road;

AND EXCEPT right of way 20 feet in width deeded to Skagit County by Tax Deed, Auditor's File No. 356983, as a result of a tax foreclosure sale;

AND EXCEPT a strip of land 20 feet wide along and adjoining the South line of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 35 North, Range 6 East, W.M., as conveyed to Skagit County by deed recorded in Volume 96 of Deeds, page 93;

AND EXCEPT the North 320.00 feet (as measured perpendicular to the North line) thereof.

AND EXCEPT FROM THE ABOVE the following described portion thereof:

Commencing at the Southeast corner of said premises;  
thence West along the North side of Cemetery Road 281 feet;  
thence Northerly parallel with the East line of said premises a distance of 233 feet;  
thence East on a line parallel with the said North side of Cemetery Road to the East line of said premises;  
thence South along the East line of said premises to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, lines, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 259,478 sq ft, 6.0 acres.

**Assessor's Parcel Number: P40959 (350610-3-005-0000)**

The West 10 acres of the following described property:

The Northeast 1/4 of the Southwest 1/4 of Section 10, Township 35 North, Range 6 East, W.M.,

EXCEPT road;

AND EXCEPT right-of-way 20 feet in width deeded to Skagit County by Tax Deed, Auditor's File No. 356983, as a result of a tax foreclosure sale;

AND EXCEPT a strip of land 20 feet wide along and adjoining the South line of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 35 North, Range 6 East, W.M., as conveyed to Skagit County by deed recorded in Volume 96 of Deeds, page 93.

EXCEPT FROM THE ABOVE the North 320.00 feet (as measured perpendicular to the North line) thereof.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 325,377 sq ft, 7.5 acres.

**Assessor's Parcel Number: P40973 (350610-3-010-0003)**

The East 281 feet of the South 233 feet of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 35 North, Range 6 East, W.M., less right-of-way.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 1.5 acres.

## COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 5th day of January, 2016, between GARY C. MEDFORD and BARBARA A. MEDFORD, Husband and Wife, both of whom are domiciled in the State of Washington. In consideration of their mutual promises set forth below, the parties agree as follows:

A. *Revocation of Prior Agreements.* If before this date the parties have executed a community property agreement or any other agreement other than a Will or trust which is signed by both of them and which specifically provides for the disposition of their community property at the time either or both of them die, then any such agreement is terminated by this Agreement.

B. *Property Covered.* This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife. Any separate property of either, [now owned or hereafter acquired,] shall become and be considered community property upon the death of the party owning said separate property. All such community property is referred to in this Agreement as the "subject property."

C. *Vesting at Death.* On the death of either Husband or Wife, all of the subject property shall vest in the survivor of them.

D. *Disclaimer.* Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimed shall pass under the terms and conditions of any validly executed Will which the decedent may have executed, and in default thereof according to the laws of intestacy as governed by the statutes of the State of Washington then in effect.

E. *Automatic Revocation.* In the absence of other evidence indicating the party's intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon either party's filing a petition, complaint or other pleading for dissolution of their marriage or divorce, or upon a court of competent jurisdiction dissolving the marriage or granting a decree of divorce or separate maintenance to either of them.

F. *Optional Revocation by One Party.* This Agreement may be terminated by either party acting alone by delivery of a written notice of revocation to the other party or the other party's legal representative, and by recording such revocation with the Skagit County, Washington, Recorder's Office where real property transactions in Skagit County, Washington are recorded.

If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective

