

Filed for Record at the Request of:

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1101 Eighth Street, Suite A
Anacortes, WA 98221



201002040028
Skagit County Auditor

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DOCUMENT TITLE: Community Property Affidavit

GRANTOR: LaVone I. Kidder

GRANTEE: The Public

ABBREV. LEGAL DESCRIPTION:

EAST 80 FEET OF NORTH 200 FEET OF WEST 160 FEET OF EAST 172 FEET NW1/4 NE1/4 SW1/4 EXCEPT ANY PORTION LYING WITHIN EAST 479.70 FEET OF NW1/4 NE1/4 SW1/4. EXCEPT THE SOUTH 80 FEET OF THE NORTH 200 FEET OF THE EAST 80 FEET OF THE EAST 1/2 OF NW1/4 NE1/4 SW1/4 . ALSO TOGETHER WITH A PORTION OF THE NW1/4 NE1/4 SW1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION LYING 479.7 FEET EAST OF THE NORTHWEST CORNER THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF A PARCEL CONVEYED TO MICHAEL BEMIS BY STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 8810050064; THENCE SOUTH 100 FEET TO THE SOUTHWEST CORNER OF SAID BEMIS PARCEL, THENCE EAST ALONG THE SOUTH LINE OF SAID BEMIS PARCEL A DISTANCE OF 11.31 FEET TO THE EAST LINE OF THE WEST 160.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH ALONG THE EAST LINE OF THE SAID WEST 160.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SECTION 30; THENCE WEST ALONG THE SAID EAST-WEST CENTELINE OF SECTION 30, A DISTANCE OF 11.31 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S TAX/PARCEL ID: 350230-0-205-0004 / P33181

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

LAVONE I. KIDDER, being first duly sworn, upon oath deposes and says:

1. I am the surviving spouse of GORDON EUGENE KIDDER ("Decedent"), who died January 2, 2010 at Anacortes, Washington. At that time and at all other relevant times, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On March 12, 1975, Decedent and I, while married, executed an agreement entitled *COMMUNITY PROPERTY AGREEMENT* ("the Agreement"), the original of which is attached hereto. The Agreement provides that all property owned at the time of the Agreement or thereafter acquired by either or both spouses is community property, and that such property vests in fee simple in the survivor immediately upon the death of either spouse. We were legally competent at the time of the Agreement and have executed no subsequent Wills or other instruments that would have the effect of abrogating or nullifying the Agreement.

3. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which Decedent or I had any interest became and remained community property.
4. Among the items that Decedent and I held as community property at the time of Decedent's death was real estate situated in Skagit County, legally described as follows:

The North 200 feet of the West 160 feet of the East half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 30, Township 35 North, Range 2 East W.M., less the North 100 feet of the West 80 feet thereof, and less that portion thereof, if any, of the following described property:

Beginning at a point on the North line of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 30, Township 35 North, Range 2 East W.M., 479.7 feet East of the Northwest corner thereof, thence South 100 feet, thence East 95 feet, thence North 100 feet, thence West 95 feet to the point of beginning.

Together with a portion of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 30, Township 35 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at a point on the North line of said subdivision lying 479.7 feet East of the Northwest corner thereof, said point being the Northwest corner of a parcel conveyed to Michael Bemis by Statutory Warranty Deed recorded under Auditor's File No. 8810050064; thence South 100.00 feet to the Southwest corner of said Bemis parcel; thence East along the South line of said Bemis parcel a distance of 11.31 feet to the East line of the West 160.00 feet of the East Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 30; thence North along the East line of the said West 160.00 feet of the East Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 30, a distance of 100 feet, More or less, to the East-West centerline of Section 30; thence West along the said East-West centerline of Section 30, a distance of 11.31 feet to the POINT OF BEGINNING.

5. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and I am aware of no unpaid creditors of Decedent or of the former marital community. Nonetheless, I understand that I have complete responsibility for any and all just debts of the marital community existing at the time of Decedent's death.
6. Decedent's Will has been filed with the Clerk of the Superior Court of Skagit County under Cause No. 10-4-00041-1. The Will designates me as personal representative and 100% beneficiary of Decedent's estate. I currently do not intend to commence probate proceedings regarding Decedent's estate.
7. Decedent's estate is not subject to state or federal transfer taxes, because its fair market value as of the date of Decedent's death was below the applicable exemption thresholds in effect at that time, in addition to being eligible for the unlimited marital deduction.
8. This affidavit is made to induce any and all title insurance companies to issue policies of title insurance on real property passing to me as the surviving spouse, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.
9. Furthermore, any domestic or foreign corporation or its registrar or transfer agent may rely on the above-referenced agreement and the representations hereinabove set forth in



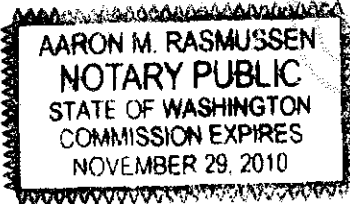
causing to be transferred on the books of the corporation to, or pursuant to the direction of, the surviving spouse, any share or shares or other securities theretofore issued by the corporation to the Decedent or surviving spouse or both of them.

SIGNED AT ANACORTES, WASHINGTON this 3 day of February, 2010.

Lavone I. Kidder
LAVONE I. KIDDER

SUBSCRIBED and SWORN (or affirmed) to before me this 3 day of February, 2010.

Aaron M. Rasmussen



NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes.
My appointment expires 11-29-10.

COMMUNITY PROPERTY AGREEMENT

1 THIS AGREEMENT made and entered into this 12th day of
2 MARCH, 1975, by and between GORDON EUGENE KIDDER and
3 LAVONE IRENE KIDDER, husband and wife, of Skagit County, Washington,
4 pursuant to the provisions of RCW26.16.120, providing for agree-
5 ments between husband and wife for the fixing of the status and
6 disposition of community property to take effect upon the death of
7 either,

8 WITNESSETH:

9 For and in consideration of the love and affection that
10 each of the parties has for the other, and in consideration of the
11 mutual benefits to be derived by the parties hereto,

12 IT IS HEREBY AGREED, as follows:

13 1. All property of whatsoever nature or description whether
14 real, personal, or mixed and wheresoever situated, now owned or
15 hereafter acquired by the parties or either of them including any
16 separate property shall be considered and is hereby declared to
17 be community property, and each hereby conveys and quit claims to
18 the other his or her interest in any separate property he or she
19 may now or hereafter acquire, so as to convert the same to
20 community property.

21 2. Upon the death of either of the parties hereto, title
22 to all community property as defined in the preceding paragraph
23 shall immediately vest in fee simple in the survivor of the
24 parties hereto.

25 3. This agreement may be unilaterally revoked by either
26 party at the option of either party upon (a), notice given in
27 writing to the other party ten (10) days in advance of such re-
28 vocation, or (b), incompetency of either party whether declared
29 by a court of competent jurisdiction or not, upon notice given in
30 writing by the competent party to the incompetent party and to any
31 guardian of said party if one has been appointed or to the super-
32



201002040028
Skagit County Auditor

STEPHEN E. MANSFIELD
LAWYER
717 COMMERCIAL AVENUE
P. O. BOX 276
ANACORTES, WASHINGTON 98221
TELEPHONE (206) 293-3169

UNOFFICIAL DOCUMENT

1 visor of any institution or other hospital wherein said incompetent
2 party is resident.

3 WITNESS whereof the said GORDON EUGENE KIDDER and LAVONE
4 IRENE KIDDER, husband and wife, have hereunto set their hands and
5 seal this 12 day of March, 1975.

6
7 Gordon Eugene Kidder

8
9 Lavone Irene Kidder

10 STATE OF WASHINGTON)
11 : SS
12 County of Skagit)

13 This certified that on this 12th day of MARCH,
14 1975, personally appeared before me GORDON EUGENE KIDDER and LAVONE
15 IRENE KIDDER, to me known to be the individuals who executed the
16 within and foregoing instrument and acknowledged that they signed
17 the same as their free and voluntary act and deed for the uses and
18 purposes therein mentioned.

19 WITNESS my hand and official seal the day and year in the
20 certificate first written above.

21 Sham Mansfield
22 Notary Public in and for the State
23 of Washington, residing at Anacortes



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