

Lots 9 and 10, Block 93, MAP OF THE CITY OF ANACORTES, according to the Plat thereof, recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington.

Subject to easements, restrictions, and reservations of record, if any.

- 5. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and there are no unpaid creditors of Decedent or of the former marital community. Decedent's estate was 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.
- 6. Decedent executed a Will on the same date that the Agreement was executed, January 19, 2007. The Will designates me as the beneficiary of 100% of Decedent's estate. No proceedings have occurred, nor are any proceedings contemplated, to probate decedent's estate. I am aware of no objection or proceeding relating to the estate of the decedent.
- 7. 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 of Decedent, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.

DATED this 28 day of February, 2012.

Linda M. Zielinski

 LINDA M. ZIELINSKI

SUBSCRIBED and SWORN (or affirmed) to before me this 28 day of February, 2012.

Aaron M. Rasmussen

NOTARY PUBLIC in and for the State of
 Washington, residing at Anacortes.
 My appointment expires 11-29-14

AARON M. RASMUSSEN
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 NOVEMBER 29, 2014



201202290133
 Skagit County Auditor

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between PETER J. LARKWORTHY and LINDA M. ZIELINSKI, husband and wife ("the Spouses"), both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the Spouses hereby agree as follows:

- A. Status of Property. All property of whatever nature or description; whether real, personal, or mixed and wherever located; now owned, or hereafter acquired by the Spouses or either of them, shall be considered and hereby is declared to be community property.
- B. Disposition of Property. Upon the death of one of the Spouses survived by the other Spouse, all the then-existing community property of the Spouses, real and personal, shall vest in and become the sole property of the surviving Spouse in fee simple.
- C. Termination. This Agreement may be terminated upon mutual, written agreement of the Spouses or their acting Attorney(s)-in-fact. In the absence of other evidence indicating the Spouses' intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon the occurrence of one or more of the following events:
- (a) Upon either Spouse filing a petition, complaint, or other pleading for legal separation, dissolution of the marriage, or to have the marriage declared invalid.
 - (b) Immediately prior to death if both Spouses should die simultaneously or under circumstances where the order of death cannot be ascertained.
- D. Optional Revocation by One Spouse. If either Spouse becomes incapacitated, the other Spouse shall have the power to revoke this agreement. 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 person. For purposes of this paragraph, a Spouse shall be deemed incapacitated upon receipt by the other Spouse of written notice, signed by the incapacitated Spouse's duly-licensed attending physician or by two duly-licensed physicians who have examined the incapacitated Spouse, declaring that the incapacitated Spouse is unable to manage his or her own affairs.
- E. 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 reference to specific parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions



