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Skagit County Auditor

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Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016 2245

JUN 03 2016

DOCUMENT TITLE: COMMUNITY PROPERTY AFFIDAVIT

GRANTOR: VIRGINIA R. KLOCKZIEN

Amount Paid *52*
Skagit Co. Treasurer
By *nlm* Deputy

GRANTEE: PUBLIC

ABBREV. LEGAL DESCRIPTION: THE COVE ON FIDALGO BAY, A CONDOMINIUM, PHASE 1,
UNIT 1003. UNIT 1003.

ASSESSOR'S TAX/PARCEL ID NO.: 4800-000-003-0000 / P119504

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT)

VIRGINIA R. KLOCKZIEN, being first duly sworn, upon oath deposes and says:

1. I am the lawful surviving spouse of VERNON G. KLOCKZIEN ("Decedent"), who died March 6, 2016 at Anacortes, Washington. At that time and at all times referenced in this document, both of us were residents of Anacortes, Skagit County, Washington.
2. On August 5, 2003, Decedent and I, while married, executed an agreement entitled "Community Property Agreement" ("the Agreement"), which is attached hereto. The Agreement provides that all community and separate property of the first of us to die automatically vests in the survivor immediately upon the first spouse's death. 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 was community property.
4. Among the items that Decedent and I held as community property at the time of Decedent's death was the following described real estate, situated in the County of Skagit, State of Washington:

Unit 1003, "THE COVE ON FIDALGO BAY", A CONDOMINIUM, PHASE I,
as per plat recorded on September 12, 2002, under Auditor's File No.
200209120078, records of Skagit County Washington; and the Declaration
recorded September 12, 2002 under Auditor's File No. 200209120077.

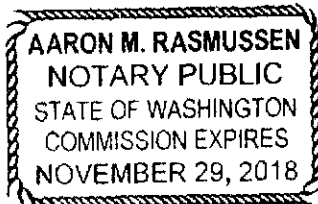
Subject to covenants, conditions, restrictions, easements and other matters of record, if any.

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 August 5, 2003. 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 one day of June, 2016.


VIRGINIA R. KLOCKZIEN

SUBSCRIBED and SWORN (or affirmed) to before me this 1 day of June 2016.




NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes.

My appointment expires 11-29-18.

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

ORIGINAL

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 5th day of AUGUST, 2003, between VERNON G. KLOCKZIEN and VIRGINIA R. KLOCKZIEN, husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. **Property Covered:** This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. If Husband dies and Wife survives, any separate property of Husband which is owned by Husband at the time of his death (except for assets for which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and husband survives her, any separate property of Wife which is owned by Wife at the time of her death (except for assets for which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property".

2. **Vesting at Death of a Spouse:** If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

3. **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 of paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. **Automatic Revocation:** The provisions of paragraph 2 shall be automatically revoked:

a. Upon the filing by either party of a petition, complaint, or other pleading for separation, dissolution, or divorce; or

b. Upon the establishment of a domicile out of the State of Washington by either party; or

c. Immediately prior to death if the order of death cannot be ascertained.

5. **Optional Revocation by One Party:** If either party becomes incapacitated, the other party shall have the power to terminate the provisions of paragraph 2 and each party designates the other as attorney-in-fact to become effective upon incapacity to exercise such power. 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 the purposes of this paragraph, a spouse shall be deemed incapacitated if a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the person is unable to manage his or her own property or financial affairs.

6. **Powers of Appointment:** This Agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. **Revocation of Inconsistent Agreements:** To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to

revoke such prior provisions to the extent of the inconsistency.

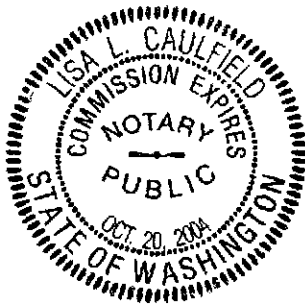
Vernon G. Klockzien
VERNON G. KLOCKZIEN

Virginia R. Klockzien
VIRGINIA R. KLOCKZIEN

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

I certify that I know or have satisfactory evidence that VERNON G. KLOCKZIEN and VIRGINIA R. KLOCKZIEN signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 8/5/03



Lisa L. Caulfield
Notary Public in and for the State
of Washington, residing at Anacortes.
My appointment expires: 10/20/07