



201611160004

Skagit County Auditor
11/16/2016 Page 1 of 8 9:49AM \$80.00

RETURN TO:

Patrick M. Hayden
P.O.Box 454
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

Agreement Among Interested Parties; Order

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Last Will and Testament of Julie Ann Stotts, Snohomish County Cause No. 16-4-00919-31

GRANTOR(S) (Last name, first name and initials):

1. **BAGOCKI, Julie Ann, f/k/a Stotts, Julie Ann**
2. **STOTTS, Jessica Ann**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 5180
NOV 16 2016

GRANTEE(S) (Last name, first name and initials):

1. **BAGOCKI, Joseph Mickel, Jr.**
- 2.

Amount Paid \$0
Skagit Co. Treasurer
By *mm* Deputy

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

1. **Ptn Lots 13-16, Blk 105, Plat of the Town of Sedro, Skagit County, W.T., Skagit County, Washington.**
2. **Lot 14, Packwood Heights, Snohomish County, Washington.**

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

Tax Parcel Nos. (1) P120804/4152-105-016-0000; and (2) 6250-000-014-0008.

FILED

2016 OCT -7 AM 8:54

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH

**CERTIFIED
COPY**

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

In the Matter of the Estate of:

No.

JULIE ANN BAGOCKI,

Deceased.

26 4 01782 31

**AGREEMENT AMONG INTERESTED
PARTIES; ORDER**

RCW 11.96A.210-.250

JUDGMENT SUMMARY FOR REAL PROPERTY

| Grantor's name <i>(person giving property)</i> | Grantee's name <i>(person getting property)</i> | Real Property <i>(fill in at least one)</i> | |
|--|--|---|---|
| | | Assessor's property tax parcel or account number: | Legal description of property awarded (lot/block/plat/section, township, range, county, state) |
| Julie Ann Bagocki, fka Julie Ann Stotts, and Estate of; and Jessica Ann Stotts, nka Bagocki | Joseph Mickel Bagocki, Jr. | 4152-105-016-0000 P120804 | The East 20 feet of Lot 13, and all of Lots 14, 15, and 16 Block 105, PLAT OF THE TOWN OF SEDRO, SKAGIT COUNTY, W.T., according to the plat thereof recorded in Volume 1 of Plats, page 18, records of Skagit County, Washington, Situated in Skagit County, Washington |

(cont. next page)

AGREEMENT AMONG INTERESTED PARTIES; ORDER - Page 1 of 6

Patrick M. Hayden, Lawyer
Post Office Box 454 / 109 Warner St
Sedro-Woolley, Washington 98284
Telephone: (360) 855-1811

Ex parte

| | | | | |
|-----------------------|--|-----------------------------------|-------------------|--|
| 1 2 3 4 5 | Julie Ann Bagocki, fka Julie Ann Stotts, and Estate of; and Jessica Ann Stotts, nka Bagocki | Joseph Mickel Bagocki, Jr. | 6250-000-014-0008 | Lot 14, of PACKWOOD HEIGHTS, according to the Plat thereof recorded in Volume 28 of Plats, page 96, records of Snohomish county, Washington; situated in snohomish county, washington, |
|-----------------------|--|-----------------------------------|-------------------|--|

6 **Lawyer (name): Patrick M. Hayden, WSBA 11061**
 represents (name): **Joseph Mickel Bagocki, Jr.**

7 **Lawyer (name):**
 represents (name):

9 **I. PARTIES**

10 THIS AGREEMENT is made and entered into pursuant to the Trusts and Estates Dispute Resolution
 11 Act, Chapter 11.96A RCW, and specifically RCW 11.96A.210 - .250, effective the day and year last below
 12 written, by and among the following parties claiming an interest, either as beneficiary and/or as fiduciary, in
 the Estate of JULIE ANN BAGOCKI ("Decedent"), Deceased ("Estate"):

- 13 1.1 **Joseph Mickel Bagocki, Jr.**, husband of the deceased, beneficiary of the Estate, and as
 named Trustee/Personal Representative; and
- 14 1.2 **Jessica Ann Stotts, nka Bagocki**, daughter of the deceased, beneficiary of the Estate and
 15 Trust.

16 **II. RECITALS**

17 This Agreement is entered into pursuant to the Trusts and Estates Dispute Resolution Act
 ("TEDRA"), Chapter 11.96A RCW, with reference to the following facts:

- 18 2.1 **WHEREAS, Julie Ann Bagocki, fka Julie Ann Stotts** ("Decedent") died on April 12, 2016,
 19 having executed her Last Will and Testament on December 4, 1987 ("Will"), which is filed as a no-probate
 will in Snohomish County Superior Court on April 29, 2016 under Cause No. 16-4-00919-31; and
- 20 2.2 **WHEREAS, Julie Ann Bagocki, fka Julie Ann Stotts**, has a daughter from a previous
 21 marriage, **Jessica Ann Stotts, nka Bagocki**, who is a beneficiary of the will; and
- 22 2.3 **WHEREAS**, at the time the will was executed, **Joseph Mickel Bagocki, Jr. and Julie Ann**
Bagocki were in an informal domestic relationship, but not married; and
- 23 2.4 **WHEREAS, Joseph Mickel Bagocki, Jr. and Julie Ann Bagocki** married April 4, 1992 and
 24 purchased community property together, but never executed new wills after their marriage; and

1 2.5 WHEREAS, Joseph Mickel Bagocki, Jr. and Jessica Ann Stotts, nka Jessica Ann
2 Bagocki, wish to establish by agreement how Decedent's estate bequeathed to each of this is to be held,
maintained, administered, and distributed or otherwise disposed of; and

3 2.6 WHEREAS, Joseph Mickel Bagocki, Jr. and Jessica Ann Stotts, nka Bagocki desire to
4 enter into this Agreement for the express purpose of resolving any potential disputes or difficulties that might
5 arise regarding real property in the Estate, which Agreement shall be in accordance with the terms and
conditions set forth below.

6 III. AGREEMENT

7 NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto
8 agree as follows:

9 3.1 Administration and Distribution/Disposition of Real Property Assets.

10 3.1.1 The parties agree that the Decedent intended for certain real property to be placed in
a Trust for her daughter, but she was not married to Joseph Mickel Bagocki, Jr. at the time, it was not
11 community property, and she did not own it at the time of her death.

12 3.1.2 The parties agree that but for the Agreement of the parties, the Decedent's half of
the community property would be in dispute.

13 3.1.3 The parties stipulate and agree that the Court or Personal Representative shall
14 distribute the real property assets of the Estate and Testamentary Trust as set forth below,.

15 3.1.4 The parties agree that the purpose of this agreement is to allocate property between
Joseph Mickel Bagocki, Jr. and Jessica Ann Stotts, nka Bagocki, by agreement, to avoid litigation, and to
16 resolve any issue.

17 3.2 Distribution. The parties agree as follows:

- 18 a. All right, title and interests of Julie Ann Bagocki, fka Julie Ann Stotts, or her estate, in
that real property located in Sedro-Woolley, Skagit County, Washington, described as
19 follows:

20 The East 20 feet of Lot 13, and all of Lots 14, 15, and 16, Block 105, PLAT OF THE
TOWN OF SEDRO, SKAGIT COUNTY, W.T., according to the plat thereof recorded
21 in Volume 1 of Plats, page 18, records of Skagit County, Washington; Situated in
Skagit County, Washington

22 shall be awarded to Joseph Mickel Bagocki, Jr.

- 23 b. All right, title and interests of Julie Ann Bagocki, fka Julie Ann Stotts, or her estate, in
24 that real property located in Lake Stevens, Snohomish County, Washington, described as
follows:

1 Lot 14, OF PACKWOOD HEIGHTS, ACCORDING TO THE PLAT THEREOF
2 RECORDED IN VOLUME 28 OF PLATS, PAGE 96, RECORDS OF Snohomish
County, Washington; Situated in Snohomish County, Washington,

3 shall be awarded to **Joseph Mickel Bagocki, Jr.**

4 c. **Jessica Ann Stotts, nka Bagocki**, received non-probate funds from the Decedent, at least
5 part of which were community property. She shall retain these funds.

6 d. This Agreement may be specifically enforced by the parties hereto.

7 3.3 Authority to Sign. Each of the undersigned hereby warrants and represents that he or she is
8 one of the individuals described herein, and that, where necessary, he or she has the requisite authority to
9 enter into and sign this Agreement.

10 3.4 Virtual Representation. Pursuant to RCW 11.96A.120, the undersigned individual
11 beneficiaries to the Estate are acting as the virtual representatives for their descendants, including unborn and
12 unascertained descendants.

13 3.5 Full Agreement; Waiver of Objections. Each of the parties understands and agrees that this
14 Agreement represents the full and complete agreement and understanding among the parties, whether written
15 or oral, and each of the parties hereby represents that such party is in full agreement with the Agreement's
16 terms and conditions, waives any right of objection to the Agreement, and agrees not to file a petition or other
17 complaint to the contrary. The parties acknowledge that **Joseph Mickel Bagocki, Jr.** has a potential conflict
18 of interest between his personal interests and his role as a fiduciary for the estate in light of the dispute being
19 resolved herein, and hereby waive any objection thereto.

20 3.6 Legal Counsel. The parties each acknowledge that this Agreement has been drafted and
21 prepared by Patrick M. Hayden, attorney for **Joseph Mickel Bagocki, Jr.**; and further acknowledge that they
22 fully understand that a party's attorney cannot render legal advice on behalf of any other party to this
23 Agreement; that they have each individually had the opportunity to consult with independent legal counsel of
24 their choice; that they hereby acknowledge that they are aware of the contents of this Agreement and its legal
25 effect; and that they are not relying on the drafting attorney for legal opinions or advice.

3.7 Counterparts. This Agreement may be signed in counterpart by each of the parties hereto, and
upon execution of this Agreement in counterpart by each of the parties, this Agreement shall be deemed a
valid, fully executed Agreement, binding and enforceable upon each of the parties hereto.

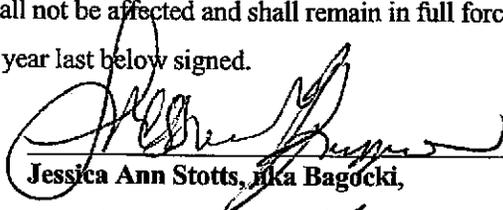
3.8 Binding Order. This Agreement shall be filed with the Superior Court of Skagit County,
Washington, under the above-captioned cause. Each of the parties hereto waives both notice thereof and the
right to file objections thereto under Chapter 11.96A RCW, including RCW 11.96A.230, and further agrees

1 that upon such filing with the court, this Agreement shall constitute a final and binding order of the court,
2 pursuant to RCW 11.96A.230(2).

3 **3.9 Invalidity.** Should any provision of this Agreement be held to be invalid for any reason, the
4 parties agree that all other provisions shall not be affected and shall remain in full force and effect.

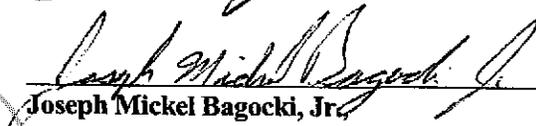
5 Executed effective the day and year last below signed.

6 Dated: 9/21, 2016.



Jessica Ann Stotts, nka Bagocki,

7 Dated: 9-21, 2016.



Joseph Mickel Bagocki, Jr.

9 **IV. ORDER**

10 THIS MATTER coming on before the undersigned judge of the above-entitled court on the
11 foregoing agreement, **Joseph Mickel Bagocki, Jr.**, being represented by Patrick M. Hayden, **Jessica Ann**
12 **Stotts, nka Bagocki**, appearing personally; and the court having reviewed the files and records herein and
13 being fully advised in the premises, now therefore,

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the foregoing agreement is
15 approved.

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

- 17 a. All right, title and interests of **Julie Ann Bagocki, fka Julie Ann Stotts, or her estate**, in
18 that real property located in Skagit County, Washington, described as follows:
19 The East 20 feet of Lot 13, and all of Lots 14, 15, and 16, Block 105, PLAT OF THE
20 TOWN OF SEDRO, SKAGIT COUNTY, W.T., according to the plat thereof recorded
21 in Volume 1 of Plats, page 18, records of Skagit County, Washington; Situated in
22 Skagit County, Washington
23 is hereby awarded to **Joseph Mickel Bagocki, Jr.**
- 24 b. All right, title and interests of **Julie Ann Bagocki, fka Julie Ann Stotts, or her estate**, in
25 that real property located in Snohomish County, Washington, described as follows:
Lot 14, of **PACKWOOD HEIGHTS**, according to the plat thereof recorded in Volume 28
of Plats, page 96, records of Snohomish County, Washington; Situated in Snohomish
County, Washington,
is hereby awarded to **Joseph Mickel Bagocki, Jr.**
- c. **Jessica Ann Stotts, nka Bagocki**, has received non-probate funds from the Decedent, at
least part of which were community property. She shall retain 100% of these funds.

1 d. This Agreement may be specifically enforced by the parties hereto.

2 Dated October 6, 2016.

3
4 
JUDGE / COMMISSIONER

5 Presented by:

6 

7 Patrick M. Hayden, WSBA#11061
Attorney for **Joseph Mickel Bagocki, Jr.**

8 Approved for Entry,
9 Notice of Presentation Waived:

10 
11 Jessica Ann Stotts, nka Bagocki

UNOFFICIAL DOCUMENT



STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss
I, SONYA KRASKI, Clerk of the above entitled Court,
do hereby certify that the foregoing instrument is a true
and correct copy of the original now on file in my office.
In witness whereof, I hereunto set my hand and the
Seal of the said

Court this OCT 7 2016 day of
SONYA KRASKI, County Clerk
m. dizard Deputy