



**2. Community Property Agreement**

On October 1, 2014, Decedent and I, as husband and wife, validly executed a written Community Property Survivorship Agreement, which has remained valid and in full force since its execution, pursuant to RCW 26.16.120. The Community Property Survivorship Agreement is attached hereto as Exhibit B.

**3. Purpose of this Affidavit**

The statements set forth in this affidavit are representations of facts that may be relied upon by all parties dealing with the real properties located in Skagit County, Washington, more fully described in Exhibit C, as well as any other assets owned by Susan F. Otis at the time of her death.

**4. Real Property**

Decedent and I acquired the real property described herein by Statutory Warranty Deed, dated May 20, 2017, and recorded pursuant to Skagit County Auditor's Number 201705240062.

**5. Community Property Subject to the Agreement**

All of the community property is subject to the Community Property Survivorship Agreement, more fully described herein, the disposition of all such property is controlled by the Agreement, and all of the community property passed to Wesley M. Otis upon Decedent's death.

**6. Probate**

No proceedings have occurred or are anticipated to have a Will of Decedent admitted to probate, to have a Personal Representative appointed for Decedent, or to set aside, cancel, or revoke the Community Property Survivorship Agreement.

///  
///  
///  
///  
///  
///  
///  
///

**7. Decedent's Debts, Expenses, Taxes**

All debts and expenses of Decedent, and any liabilities or obligations of the marital community have been paid in full, and no estate taxes are due.

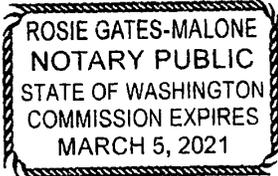
Signed in Mount Vernon, Washington, this 19 day of February, 2019.

Wesley M Otis  
WESLEY M. OTIS

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF SKAGIT         )

I certify that I know or have satisfactory evidence that Wesley M. Otis is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 19 day of February, 2019.



Rosie Gates Malone  
ROSIE GATES-MALONE  
Notary Public  
In and for the State of Washington  
My appointment expires: 03-05-2021

# STATE OF WASHINGTON DEPARTMENT OF HEALTH



## CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2018-057322

DATE ISSUED: 01/04/2019  
FEE NUMBER:

FIRST AND MIDDLE NAME(S): SUSAN FAYE  
LAST NAME(S): OTIS

COUNTY OF DEATH: SKAGIT  
DATE OF DEATH: DECEMBER 28, 2018  
HOUR OF DEATH: 11:35 PM  
SEX: FEMALE AGE: 68 YEARS  
SOCIAL SECURITY NUMBER: [REDACTED]

PLACE OF DEATH: HOME  
FACILITY OR ADDRESS: 300 GIBSON STREET  
CITY, STATE, ZIP: SEDRO-WOOLLEY, WASHINGTON 98284

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO  
RACE: WHITE

RESIDENCE STREET: 300 GIBSON STREET  
CITY, STATE, ZIP: SEDRO-WOOLLEY, WA 98284  
INSIDE CITY LIMITS: YES COUNTY: SKAGIT  
TRIBAL RESERVATION: NOT APPLICABLE  
LENGTH OF TIME AT RESIDENCE: 2 YEARS

BIRTH DATE: [REDACTED]  
BIRTHPLACE: TONASKET, WA

FATHER/PARENT: HARLEY OLSON  
MOTHER/PARENT: JEANETTE [REDACTED]

MARITAL STATUS: MARRIED  
SPOUSE: WESLEY OTIS

METHOD OF DISPOSITION: CREMATION  
PLACE OF DISPOSITION: MOUNT VERNON CREMATORY

OCCUPATION: HOME MAKER  
INDUSTRY: OWN HOME  
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED  
US ARMED FORCES: NO

CITY, STATE: MOUNT VERNON, WASHINGTON  
DISPOSITION DATE: JANUARY 03, 2019

INFORMANT: WESLEY OTIS  
RELATIONSHIP: HUSBAND  
ADDRESS: 300 GIBSON STREET, SEDRO-WOOLLEY, WA 98284

FUNERAL FACILITY: LEMLEY CHAPEL  
ADDRESS: 1008 THIRD ST  
CITY, STATE, ZIP: SEDRO WOOLLEY, WASHINGTON 98284  
FUNERAL DIRECTOR: DOUGLAS E. HUTTER

CAUSE OF DEATH:  
A: NONALCOHOLIC STEATOHEPATITIS  
INTERVAL: 3 YEARS  
B:  
INTERVAL:  
C:  
INTERVAL:  
D:  
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: STAGE 5 KIDNEY DISEASE,  
GASTROINTESTINAL BLEEDING, CONGESTIVE HEART FAILURE, ANEMIA

MANNER OF DEATH: NATURAL  
AUTOPSY: NO  
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE  
CAUSE OF DEATH: NOT APPLICABLE  
DID TOBACCO USE CONTRIBUTE TO DEATH: NO  
PREGNANCY STATUS IF FEMALE: NO RESPONSE

DATE OF INJURY:  
HOUR OF INJURY:  
INJURY AT WORK:  
PLACE OF INJURY:

CERTIFIER NAME: ANITA M. MEYER, MD  
TITLE: PHYSICIAN  
CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A  
CITY, STATE, ZIP: MOUNT VERNON, WA 98273  
DATE SIGNED: DECEMBER 31, 2018

LOCATION OF INJURY:

CITY, STATE, ZIP:  
COUNTY:  
DESCRIBE HOW INJURY OCCURRED:

CASE REFERRED TO ME/CORONER: NO  
FILE NUMBER: NOT APPLICABLE  
ATTENDING PHYSICIAN: NOT APPLICABLE

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: MARIA VIVANCO  
DATE RECEIVED: DECEMBER 31, 2018

EXHIBIT A



# Affidavit for Correction

02/19/2019 12:26 PM Page 5 of 9  
Washington State Department of Health  
P.O. Box 47814  
Olympia, WA 98504-7814  
360-236-4300

This is a legal document. Complete in ink and do not alter.

### STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
-------------------	------------	----------	------	------------------

**Required information must match current information on record**

Record Type:  Birth  Death  Marriage  Dissolution (Divorce)

1. Name on Record: \_\_\_\_\_ 2. Date of Event: \_\_\_\_\_ 3. Place of Event: \_\_\_\_\_

4. Father/Parent Full Legal Name (Spouse A for Marriage or Dissolution) \_\_\_\_\_ 5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution) \_\_\_\_\_

6. Name of Person Requesting Correction: \_\_\_\_\_ Relationship to Person on Record:  Self  Guardian  Informant  Hospital  Parent(s)  Funeral Director  Other (specify) \_\_\_\_\_

7. Return Mailing Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

### Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record now shows:	The true fact is:
8. _____	9. _____
10. _____	11. _____
12. _____	13. _____
14. _____	15. _____

### I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct

16a. Signature: \_\_\_\_\_ 16b. Signature of 2<sup>nd</sup> parent (if required): \_\_\_\_\_

Printed name: \_\_\_\_\_ Date: \_\_\_\_\_ Printed name: \_\_\_\_\_ Date: \_\_\_\_\_

### INSTRUCTIONS – go to [www.doh.wa.gov](http://www.doh.wa.gov) for more information

#### Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof

Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Passport
- Green/Permanent Resident card (I-551)

**Birth Certificates**

- Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
- The proof(s) must match** the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.
- Documentary proof must be five or more years old or established within five years of birth.

**Child under 18**

- If legal guardian(s), include certified court order proving guardianship
- Up to age one, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names)\*
- After age one, a court order is required to change the last name
- No proof is required to change the first or middle name\*
- To correct parent's information, one documentary proof is required.
- To correct the sex of the child, one documentary proof from a medical provider is required

**Adult (18 years or older)**

- Only the adult can change his or her birth certificate
- If the first or middle name is missing, three pieces of documentary proof are required
- If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required
- To correct parent's birth date, place of birth, or name, one documentary proof is required

\*To change any part of the name of a child, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate with request.

### This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)

**Death Certificates**

- Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). The informant may change marital status with proof. Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.
- The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

**Marriage/Dissolution (Divorce) Certificates**

- Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof.
- To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.

DOH 422-034 October 2015

# \*CERTIFIED\*

JAN 04 2019

*Howard Lebrand*  
 Skagit County Health Department  
 Howard Lebrand M.D., Health Officer



0 2 0 2 4 0 1 4

Certificate not valid unless the Seal of the State of Washington changes color when heat applied.

COMMUNITY PROPERTY AGREEMENT  
OF  
WESLEY M. OTIS AND SUSAN F. OTIS

This Agreement made this 1 day of October, 2014 between Wesley M. Otis ("Husband" or "Spouse") and Susan F. Otis ("Wife" or "Spouse"), husband and wife, married September 28, 1972, both of whom are domiciled in the State of Washington, pursuant to Section 26.16.120 of the Revised Code of Washington.

In consideration of the mutual love and affection that we have for each other, and in consideration of the mutual benefits to be derived by each of us, it is hereby agreed, covenanted and promised as follows:

**1. Property Covered**

This Agreement shall apply to all community or separate property now owned or hereafter acquired by Husband and Wife or either of them (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband and 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. All such property is declared to be community property of Husband and Wife and 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 by thirty (30) days, all of the described community property shall vest in Wife as of the moment of Husband's death. Otherwise, said community property shall be distributed pursuant to Husband's Last Will and Testament. If Wife dies and Husband survives her by thirty (30) days, all of the described community property shall vest in Husband as of the moment of Wife's death. Otherwise, said community property shall be distributed pursuant to Wife's Last Will and Testament.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20190219  
FEB 19 2019

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

**EXHIBIT B**

### **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. Powers of Appointment**

This Agreement shall not affect any power of appointment that is now held or is hereafter given to Husband, Wife, or either of them, nor shall it obligate Husband, Wife, or either of them, to exercise any such power of appointment in any way.

### **5. Revocation of Inconsistent Agreements**

To the extent this Agreement is inconsistent with the provisions of any community property agreement or other arrangement previously made by the parties affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

### **6. Automatic Revocation**

The provisions of Paragraph 2 shall be automatically revoked:

- (a) Upon the establishment of a domicile outside the State of Washington by either Spouse;
- (b) Upon the filing by either Spouse of a petition, complaint or other pleading for separation, dissolution or divorce;
- (c) Immediately prior to death of both spouses, if the order of death cannot be ascertained; or,
- (d) If a Spouse has applied for federal or state benefits for the benefit of a disabled spouse and the non-disabled spouse dies first.



## LEGAL DESCRIPTION

Lots 8 and 9, Block 18, "REPLAT OF THE JUNCTION ADDITION TO SEDRO," as per plat recorded in Volume 3 of Plats, page 48, records of Skagit County, Washington,

EXCEPT that portion of Lot 8, describes as follows:

Beginning at the Northwest corner of said Lot 8;  
thence Southerly along the Westerly line thereof, a distance of 8 feet, more or less, to an existing fence, as said fence is shown on that certain Record of Survey recorded March 12, 1993, in Volume 14 of Surveys, page 29, under Auditor's File No. 9303120032;  
thence Easterly along said existing fence, a distance of 7.5 feet, more or less, to the Northeast corner of said Lot 8;  
thence Westerly along the Northerly line of said Lot 8, to the point of beginning.

Situate in the County of Skagit, State of Washington.

EXHIBIT C