



201908280105

08/28/2019 03:08 PM Pages: 1 of 9 Fees: \$111.50
Skagit County Auditor

Recorded at the Request of:
Cheryl Walsh
14799 Avon Allen Rd.
Mt. Vernon, WA 98273

Document Title:

Affidavit re: Community Property Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. Rodney A. Walsh, Deceased
- 2.

Grantee(s):

☐ additional grantee names on page ____.

1. Cheryl Walsh
- 2.

Abbreviated legal description:

☒ full legal on page(s) 2-3.

Portion of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 34 North, Range 3 East, W.M.

Assessor Parcel / Tax ID Number:

☒ additional tax parcel number(s) on page ____.

340313-3-009-0007 / P21821

AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

State of Washington)
) ss.
 County of Skagit)

Cheryl Walsh, being first duly sworn, deposes and says:

1. I am the surviving spouse of Rodney A. Walsh.
2. Rodney A. Walsh and I, as husband and wife, executed a Community Property Agreement Regarding Residence on December 20, 2018, which provided for the disposition of certain community property as between ourselves. The original Community Property Agreement Regarding Residence is attached to this Affidavit and will be recorded with the Skagit County Auditor's Office.
3. The Community Property Agreement Regarding Residence was validly executed, and was in full force and effect on the date of Rodney A. Walsh's death.
4. By virtue of the Community Property Agreement Regarding Residence, the following described real property, which Rodney A. Walsh I owned as our community property, passed to me as sole owner upon Rodney A. Walsh's death:

That portion of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 34 North, Range 3 East, W.M., described as follows:

BEGINNING at the intersection of the North line of said subdivision and the East line of the Avon-Allen Road;
 thence South along the East line of said Avon-Allen Road to the South line of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
 thence East along the South line to the Northwest corner of the East $\frac{1}{2}$ of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 13;

thence South along the West line of said East $\frac{1}{2}$ of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the Southwest corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

thence East along the South line of said North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 428.0 feet, more or less, to a point 2 feet West of an existing fence line;

thence North along a line which is 2 feet West of and parallel with said existing fence line to the North line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
 thence West along said North line to the POINT OF BEGINNING;

EXCEPT the following described tract:

BEGINNING at the intersection of the North line of said subdivision and the Easterly right-of-way margin of Avon-Allen Road (being a point 20.0 feet East of and parallel with the West line of said subdivision);
Thence South 0°04'23" West along said Easterly right-of-way margin parallel with the West line of said subdivision for a distance of 155.27 feet;
Thence North 89°14'08" East for a distance of 247.26 feet;

Thence South 87°52'03" East for a distance of 820.68 feet, more or less, to a point 2.0 feet West of an existing North-South fence line;
Thence North 0°50'57" East parallel with and 2.0 feet Westerly of said fence line for a distance of 197.45 feet, more or less, to the North line of said North ½ of the Southwest ¼ of the Southwest ¼ of Section 13, at a point bearing North 89°12'04" East from the POINT OF BEGINNING;
Thence South 89°12'04" West along said North line for a distance of 1,070.18 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

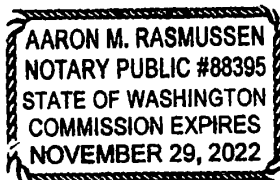
Skagit County Assessor Tax Parcel No. 21821


5. There are no unpaid creditors of Rodney A. Walsh, nor unpaid funeral expenses or expenses of last illness. No state or federal estate tax is due on his estate.

6. This Affidavit is made to induce a title company to issue its policies of title insurance on real property passing to the surviving spouse, and to induce financial institutions to transfer funds or securities, by virtue of said community property agreement, and in reliance upon the representations set forth above.


Cheryl Walsh

Subscribed and sworn to before me this 28 day of August, 2019 by Cheryl Walsh.




Notary Public in and for the State
of Washington, residing at Mt. Vernon
My Commission Expires: 11/29/22

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20193694
AUG 28 2019

Amount Paid \$ ~~0~~
Skagit Co. Treasurer
By ~~HB~~ Deputy

Community Property Agreement Regarding Residence

THIS AGREEMENT is made December 29, 2018 at La Conner, Washington, between Rodney Alan Walsh ("Husband") and Cheryl Walsh ("Wife"), husband and wife, 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 their mutual agreements set forth below, the parties agree as follows:

1. Subject of Agreement. This Agreement applies only to the real property and improvements currently used by Husband and Wife as their primary personal residence. This Agreement does not apply to any other asset owned by Husband or Wife, or both of them; has no effect on the separate or community nature of any other asset; and does not act to transfer any other asset. The sole subject of this Agreement is the personal residence of Husband and Wife located at 14799 Avon Allen Road in Mount Vernon, Washington, hereafter called "the Property," and more particularly described as:

That portion of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 34 North, Range 3 East, W.M., described as follows:

BEGINNING at the intersection of the North line of said subdivision and the East line of the Avon-Allen Road;
thence South along the East line of said Avon-Allen Road to the South line of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence East along the South line to the Northwest corner of the East $\frac{1}{2}$ of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 13;
thence South along the West line of said East $\frac{1}{2}$ of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the Southwest corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

thence East along the South line of said North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 428.0 feet, more or less, to a point 2 feet West of an existing fence line;
thence North along a line which is 2 feet West of and parallel with said existing fence line to the North line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence West along said North line to the POINT OF BEGINNING;

EXCEPT the following described tract:

BEGINNING at the intersection of the North line of said subdivision and the Easterly right-of-way margin of Avon-Allen Road (being a point 20.0 feet East of and parallel with the West line of said subdivision);
Thence South $0^{\circ}04'23''$ West along said Easterly right-of-way margin parallel with the West line of said subdivision for a distance of 155.27 feet;
Thence North $89^{\circ}14'08''$ East for a distance of 247.26 feet;

Thence South 87°52'03" East for a distance of 820.68 feet, more or less, to a point 2.0 feet West of an existing North-South fence line;
 Thence North 0°50'57" East parallel with and 2.0 feet Westerly of said fence line for a distance of 197.45 feet, more or less, to the North line of said North ½ of the Southwest ¼ of the Southwest ¼ of Section 13, at a point bearing North 89°12'04" East from the POINT OF BEGINNING;
 Thence South 89°12'04" West along said North line for a distance of 1,070.18 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Skagit County Assessor Tax Parcel No. 21821

2. Status of Property. The Property is and shall be considered community property.

3. Disposition of Community Property at Death. If one spouse dies and the other spouse survives by ten (10) days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

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 references to specific parts, shares or assets thereof. Any interest so 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 other disposition.

4. 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.

5. Optional Revocation By One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2. The Termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian(s), if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if two licensed physicians state in writing that the spouse is unable to manage his or her own affairs.

\\


\\

6. Termination. This Agreement shall terminate under any of the following circumstances:

- (i) The mutual agreement of the parties in writing.
- (ii) The provisions of Paragraph 2 shall be deemed mutually terminated upon the earlier to occur of (a) the termination of the marital community, or (b) the filing by either party of a petition for dissolution of their marriage, for divorce or for the annulment of their marriage (the Termination). Following such Termination, property thereafter acquired by Husband or Wife shall be the acquiring spouse's separate property, and the income, rents, issues, profits, gains and appreciation attributable to property which was their community property shall be their respective separate property in equal shares. Any property which was community property at the Termination shall not cease to be such merely by reason of the Termination.
- (iii) Immediately prior to death if neither party survives the other by ten (10) days.

7. Independent Counsel. Husband and Wife each recognize that he or she has a right to be represented by independent counsel in arriving at this Agreement. Each of them hereby waives said right and states that he or she has had an adequate, fair and full disclosure of all assets now owned and the value of each involved in this Agreement.


DATED as first stated above.


 R. A. Walsh
 Husband


 Cheryl Walsh
 Wife

Acknowledgement of Advice as to Retention of Separate Counsel

We have both been advised that the foregoing document may have a significant effect on how our property is owned and who may receive assets at our deaths. We have been advised by our attorney, Felicia Value, to obtain separate counsel to review our respective rights and the effects of this Agreement and all matters incident to it. We each decline to obtain such separate counsel, and acknowledge that we nevertheless enter into this Agreement freely and voluntarily.


 R. A. Walsh
 Husband


 Cheryl Walsh
 Wife

\\

\\

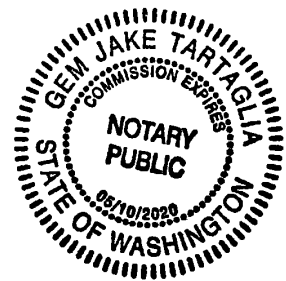
\\

STATE OF WASHINGTON)
: ss
County of Skagit)

I certify that I know or have satisfactory evidence that Rodney Alan Walsh and Cheryl Walsh are the persons who appeared before me, and said persons each acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 12/20/18

Gem Jake Tartaglia
Notary Public in and for the State
of Washington, residing at LaCovine, WA.
My Commission Expires: 5-10-2020



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2019-034717

DATE ISSUED: 08/07/2019

FEE NUMBER:

FIRST AND MIDDLE NAME(S): RODNEY ALAN

LAST NAME(S): WALSH

COUNTY OF DEATH: SKAGIT

DATE OF DEATH: AUGUST 05, 2019

HOUR OF DEATH: 09:18 AM

SEX: MALE AGE: 69 YEARS

SOCIAL SECURITY NUMBER: [REDACTED]

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE: [REDACTED]

BIRTHPLACE: FLINT, MI

MARITAL STATUS: MARRIED

SURVIVING SPOUSE: CHERYL COOK

OCCUPATION: ENGINEER

INDUSTRY: OIL

EDUCATION: MASTER'S DEGREE

US ARMED FORCES: NO

INFORMANT: TAMMY ANN MATECUN

RELATIONSHIP: SISTER

ADDRESS: 7476 WHITEMARSH WAY HUDSON, OH 44236

CAUSE OF DEATH:

A: SEPTIC SHOCK

INTERVAL: 12 HOURS

B: STREPTOCOCCAL BACTEREMIA

INTERVAL: 24 HOURS

C:

INTERVAL:

D:

INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: METASTATIC
CHOLANGIOCARCINOMA

DATE OF INJURY:

HOUR OF INJURY:

INJURY AT WORK:

PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:

COUNTY:

DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOSPITAL

FACILITY OR ADDRESS: SKAGIT VALLEY HOSPITAL

CITY, STATE, ZIP: MT. VERNON, WASHINGTON 98274

RESIDENCE STREET: 14799 AVON ALLEN RD

CITY, STATE, ZIP: MOUNT VERNON, WA 98273

INSIDE CITY LIMITS: NO

COUNTY: SKAGIT

TRIBAL RESERVATION: NOT APPLICABLE

LENGTH OF TIME AT RESIDENCE: 20 YEARS

FATHER/PARENT: FRED BEVERLY WALSH

MOTHER/PARENT: ANN BARBARA [REDACTED]

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: MOUNT VERNON CREMATORY

CITY, STATE: MOUNT VERNON, WASHINGTON

DISPOSITION DATE: AUGUST 07, 2019

FUNERAL FACILITY: KERN FUNERAL HOME

ADDRESS: 1122 S. 3RD STREET

CITY, STATE, ZIP: MT. VERNON, WASHINGTON 98273

FUNERAL DIRECTOR: JEREMIAH T. LESOURD

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

CERTIFIER NAME: ALLEN L. JOHNSON, MD

TITLE: PHYSICIAN

CERTIFIER ADDRESS: 1415 E. KINCAID STREET

CITY, STATE, ZIP: MOUNT VERNON, WA 98274

DATE SIGNED: AUGUST 06, 2019

CASE REFERRED TO ME/CORONER: NO

FILE NUMBER: NOT APPLICABLE

ATTENDING PHYSICIAN: ALLEN JOHNSON, MD

LOCAL DEPUTY REGISTRAR: ISABEL M. CARBAJAL

DATE RECEIVED: AUGUST 07, 2019

Washington State Department of Health		Affidavit for Correction		08/28/2019 03:08 PM Page 2 of 2	
This is a legal document. Complete in ink and do not alter.					
STATE OFFICE USE ONLY					
State File Number		Fee Number		Affidavit Number	
Required	Required information must match current information on record				
	Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)				
	1. Name on Record:			2. Date of Event:	
	First Middle Last			MM/DD/YYYY (City or County)	
	4. Father/Parent Full Birth Name (Spouse A for Marriage or Dissolution)			5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution)	
First Middle Last/Maiden			First Middle Last/Maiden		
6. Name of Person Requesting Correction:			Relationship to Person on Record: <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital <input type="checkbox"/> Parent(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify)		
7. Return Mailing Address:					
PO Box or Street Address City State Zip					
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 nd parent (if required):		
Printed name:			Date:		
Printed name:			Date:		
INSTRUCTIONS – go to 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:					
<ul style="list-style-type: none"> 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					
1. 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					
2. 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					
3. Documentary proof must be five or more years old or established within five years of birth					
Child under 18					
<ul style="list-style-type: none"> 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)					
<ul style="list-style-type: none"> 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 using this form, 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					
1. 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). Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.					
2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.					
Marriage/Dissolution (Divorce) Certificates					
1. 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					
2. 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 January 2015



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

CERTIFIED

AUG 07 2019

Howard Librand M.D., Health Officer



0 3 2 6 2 2 8 9