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06/16/2021 10:45 AM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

After recording please return to:

Ms. Lynda Harper
1909 Cedar Springs Lane
Anacortes, WA 98221

RECORDING COVER PAGE

DOCUMENT TITLE: AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: 201211140058

GRANTORS: LYNDA J. HARPER and RUTH E. THOMAS

GRANTEES: THE PUBLIC

PARCEL NO.: P117556

LEGAL DESCRIPTION: Lot 14, "CEDAR SPRINGS PUD, PHASE 2," as per plat recorded January 25, 2001, under Auditor's File No. 200101250072, records of Skagit County, Washington.

**AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT
OF
LYNDA J. HARPER AND RUTH E. THOMAS**

State of Washington)
) ss.
County of Skagit)

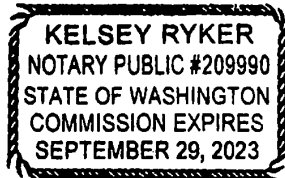
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2021-2107
JUN 16 2021
Amount Paid \$0
Skagit Co. Treasurer
By *MKT* Deputy

Lynda J. Harper, being first duly sworn, deposes and says:

1. I am the surviving spouse of Ruth E. Thomas, who died on March 11, 2021. A certified copy of Ruth E. Thomas' death certificate is attached as Exhibit A.
2. Ruth E. Thomas and I, as married persons, executed a Community Property Agreement on October 16, 2018, which provided for the disposition of all community property as between ourselves. The original Community Property Agreement is attached to this Affidavit as Exhibit B, and will be recorded with the Skagit County Auditor's Office.
3. The Community Property Agreement was validly executed, and was in full force and effect on the date of Ruth E. Thomas's death.
4. By virtue of the Community Property Agreement, all property owned by Ruth E. Thomas passed to me as sole owner.
5. There are no unpaid creditors of Ruth E. Thomas, nor unpaid funeral expenses or expenses of last illness. No state or federal estate tax is due on her 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.

Lynda J. Harper
Lynda J. Harper

Subscribed and sworn to before me this 15 day of June, 2021 by Lynda J. Harper.



Kelsey Ryker
Notary Public in and for the State
of Washington, residing at Ana writes.
My Commission Expires: 09/29/2023

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



DATE ISSUED: 03/23/2021
FEE NUMBER:

CERTIFICATE NUMBER: 2021-013634

FIRST AND MIDDLE NAME(S): RUTH ELAINE
LAST NAME(S): THOMAS

COUNTY OF DEATH: SKAGIT
DATE OF DEATH: MARCH 11, 2021
HOUR OF DEATH: 10:45 AM
SEX: FEMALE AGE: 76 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]

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

BIRTH DATE: [REDACTED]
BIRTHPLACE: MOUNT VERNON, WA

MARITAL STATUS: MARRIED
SURVIVING SPOUSE: LYNDA HARPER

OCCUPATION: TEACHER
INDUSTRY: EDUCATION
EDUCATION: MASTER'S DEGREE
US ARMED FORCES: NO

INFORMANT: LYNDA HARPER
RELATIONSHIP: WIFE
ADDRESS: 1909 CEDAR SPRINGS LN, ANACORTES WA 98221

CAUSE OF DEATH:
A: FRAGILITY
INTERVAL: MONTHS
B: ALZHEIMERS DISEASE
INTERVAL: YEARS
C:
INTERVAL:
D:
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:

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: NURSING HOME/LONG TERM CARE FACILITY
FACILITY OR ADDRESS: SOUNDVIEW REHABILITATION
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221

RESIDENCE STREET: 1909 CEDAR SPRINGS LANE
CITY, STATE, ZIP: ANACORTES, WA 98221
INSIDE CITY LIMITS: YES COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 7 YEARS

FATHER: CLARENCE ARCHIE THOMAS
MOTHER: JOY [REDACTED]

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: LICENSED DIRECTOR CREMATORIUM

CITY, STATE: BLAINE, WASHINGTON
DISPOSITION DATE: MARCH 24, 2021

FUNERAL FACILITY: SAFE HARBOR FUNERAL SERVICE

ADDRESS: 2750 PEACE PORTAL, SUITE D
CITY, STATE, ZIP: BLAINE, WASHINGTON 98230
FUNERAL DIRECTOR: STEPHEN W. TITUS

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

CERTIFIER NAME: KENDRA YALE, PAC
TITLE: PHYSICIAN ASSISTANT
CERTIFIER ADDRESS: 1201 PACIFIC AVENUE #400
CITY, STATE, ZIP: TACOMA, WASHINGTON 98402
DATE SIGNED: MARCH 23, 2021

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

LOCAL DEPUTY REGISTRAR: BELEN MARTINEZ
DATE RECEIVED: MARCH 23, 2021

EXHIBIT A



Affidavit for Correction

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 Washington State Department of Health Statistics
 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	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:	3. Place of Event:
	First	Middle	Last	MM/DD/YYYY
	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	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 currently shows:	The true fact is:
8.	9.
10.	11.
12.	13.

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

14a. Signature:		14b. Signature of 2 nd parent (if required):	
Printed name:	Date:	Printed name:	Date:

INSTRUCTIONS – go to www.doh.wa.gov for more information

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

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

You cannot use a Driver's license, Social Security card, or hospital decorative birth certificate as proof documentation.

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. Proof documentation must be five or more years old or established within five years of birth.
 4. This affidavit cannot be used to add a parent to a birth certificate (use Acknowledgment of Parentage form DOH 422-159).
- Child under 18**
- If legal guardian(s), include certified court order proving guardianship.
 - Up to age one or up to one year following the filing of an Acknowledgment of Parentage form, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names); thereafter, 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 proof documentation is required.
 - To correct the sex of the child, one proof documentation 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 proof documentation are required.
 - If the first, middle and/or last name is misspelled, or month and/or day of birth is incorrect, two pieces of proof documentation are required.
 - To correct parent's birth date, place of birth, or name, one proof documentation 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.

Death Certificates

1. Only the informant may change the non-medical information without proof documentation. The funeral director, executors/administrators, or a family member may change the non-medical information with proof documentation. Family members are spouse or registered domestic partner, parent, sibling, or adult child or stepchild. Marital status requires a certified 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 proof documentation.
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.



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

CERTIFIED

MAR 23 2021

Howard Leibrand
Skagit County Health Department
Howard Leibrand M.D., Health Officer



0 4 4 9 6 6 3 5

Community Property Agreement

THIS AGREEMENT is made October 11, 2018, at La Conner, Washington, between Lynda J. Harper and Ruth E. Thomas, married persons, 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. Status of Property. All property (including, but not limited to, property owned at the time of their marriage, property received up to the date of this Agreement by gift, bequest, legacy, devise or inheritance, or proceeds, income, rents, issues, profits, gains and appreciation from such property) of whatsoever nature and description, whether real or personal, wherever situated, now owned by either of them, or hereafter acquired during the existence of the marital community, is and shall be considered community property.

2. 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. Exceptions to Agreement. Either spouse may, with the written agreement of the other spouse, reserve separate property and dispose of it outside of this Agreement by making a separate beneficiary designation for a particular asset, such as an IRA, life insurance policy, or annuity, but not by Will. This exception shall apply only to such designations made after the date of this Agreement. In addition, the following assets are exempted from this Agreement:

Any bank or investment account that is payable-on-death to the Special Needs Trust of Daniel Eugene Drude, or to Paul Drude.

4. 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.

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. 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

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EXHIBIT B

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.

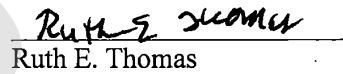
7. Termination. This Agreement shall terminate under any of the following circumstances:

- (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 either spouse 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.

8. Independent Counsel. Both Lynda J. Harper and Ruth E. Thomas recognize that they have a right to be represented by independent counsel in arriving at this Agreement. Each of them hereby waives said right and states that she has had an adequate, fair and full disclosure of all assets now owned and the value of each involved in this Agreement.

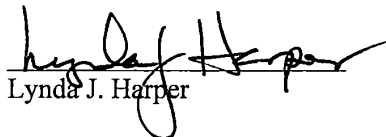
DATED as first stated above.

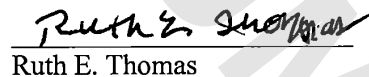

Lynda J. Harper


Ruth E. Thomas

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.


Lynda J. Harper


Ruth E. Thomas

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