



12/15/2021 12:47 PM Pages: 1 of 9 Fees: \$211.50
Skagit County Auditor

After Recording Mail To:
Adaptive Law Firm PS
107 State Street
Sedro-Woolley, WA 98284

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

2021-5730
DEC 15 2021

Amount Paid \$ ②
Skagit Co. Treasurer
By LT Deputy

AFFIDAVIT OF TRANSFER PURSUANT TO COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON)
) ss.
County of Skagit)

Laurie L. Sullivan, being first duly sworn, on oath, deposes and says:

1. I am a resident of Skagit County, Washington, and am over the age of 18 and am otherwise competent to give the foregoing testimony.
2. I am the surviving spouse of Glenn L. Sullivan, deceased, who died a resident of Skagit County, Washington, on December 26, 2020. A true and exact copy of my spouse's Death Certificate is attached as Exhibit "A."
3. On December 23, 2020, my late spouse and I executed a Community Property Agreement, in which we agreed that all of our property presently owned or hereafter acquired whether community or separate property would vest immediately in the survivor of us. The original of that Community Property Agreement is attached as Exhibit "B".
4. Glenn L. Sullivan, and I owned as our community property a residence (the property) and legally described as follows:

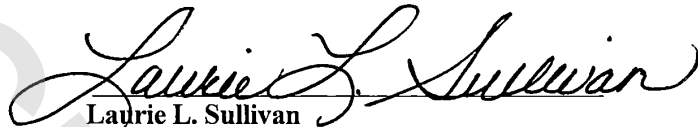
Lot 2, Plat of Spinnaker Cove Division 2, as per plat recorded as Auditor's File No. 200505180106, records of Skagit County, Washington. (P1228918/ 4859-000-002-0000)

Pursuant to our Community Property Agreement, complete title to the property located in Skagit County, vested in me after the death of Glenn L. Sullivan, on December 26, 2021.

5. There are no outstanding creditors of my late spouse and me. My late spouse's funeral expenses and expenses of final illness have been paid.

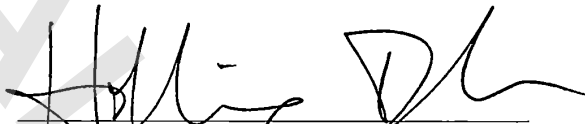
6. I have been informed by my counsel, Hollie Del Vecchio, of Adaptive Law Firm PS, that the monetary value of my spouse's estate is not sufficient to require the filing of an estate tax return. Since tax returns are not required to be filed, there is no estate tax owing to the state of Washington or the United States of America by reason of the death of my spouse.

DATED: December 9, 2021.


Laurie L. Sullivan

SUBSCRIBED AND SWORN to before me on this 9th day of December, by Laurie L. Sullivan.




NOTARY PUBLIC in and for the State
of Washington, residing at Mount Vernon, WA
My appointment expires: May 14, 2024

Community Property Agreement

This is an important document and may affect your rights, including those of your estate beneficiaries. Each spouse is entitled to individual representation on the issues discussed in this document. Please make sure that you understand the issues presented in this document before executing it.

THIS AGREEMENT is entered into this date by Glenn L. Sullivan and Laurie L. Sullivan.

Recitals and Terms

History

On February 16, 1980 Glenn L. Sullivan (hereinafter referred to as "Husband") and Laurie L. Sullivan (hereinafter referred to as "Wife") were married. Husband and Wife desire to conclusively establish the status of their property interests, whether real or personal, and whether acquired before or during their marriage.

Property Covered

Husband and Wife intend by this Agreement to transmute to community property any and all joint tenancy property, tenancy by the entireties property, tenancy in common property, and separate property (both real or personal) owned by either of them.

Community Property Estate

The term Community Property Estate shall refer to any and all property in which Husband and Wife have present and existing interests under the laws of Washington.

At the date of this Agreement, certain retirement accounts maintained in the Husband's name (such accounts, including any successor accounts, are hereafter referred to as "Husband's Retirement Proceeds"), and certain retirement accounts maintained in the Wife's name (such accounts, including any successor accounts, are hereafter referred to as "Wife's retirement Proceeds"). For convenience, the "Community Retirement Proceeds" refer to both Husband's Retirement Proceeds and Wife's Retirement Proceeds.

Estate Planning Objectives

The parties desire to enter into a comprehensive agreement concerning the following estate planning objectives: (i) to conclusively establish the status of their various property interests; (ii) to allow a step up in basis for the surviving spouse in the entire interest of each Community Property asset; (iii) to allow a non pro rata division of their Community Property Estate when the community terminates on the death of either of them pursuant to the laws of Washington; and (iv) to provide that the Community Retirement Proceeds shall be allocated to the surviving spouse and that the balance of the Community Property Estate shall be divided between the deceased spouse

and the surviving spouse to accomplish an overall division that is as equal as possible in the aggregate value of assets allocated to each.

Agreement

In order to give effect to their intent, the parties hereby agree as follows:

(a) Identification of Community Property

Husband and Wife mutually agree that all property now owned or hereafter acquired by Husband, Wife or both shall be the community property of Husband and Wife, including property interests that up to the date of this Agreement may have constituted separate property or property that would have been community property if acquired in this state, and including property held amongst themselves in joint tenancy and property held amongst themselves or with others as tenants in common or in any other manner. This Agreement is specifically intended to be an “express declaration” by each party to hold all such property as community property, as required under the laws of Washington.

(b) Retain Community Property Status

Husband and Wife affirmatively and expressly intend to retain the character of their community property with the benefits attendant to that character available under applicable State law as it exists at the time of execution of this Agreement. Should Husband and Wife reside in a State other than that in which this Agreement was executed, Husband and Wife intend that the benefits of owning property as community or marital property continue to accrue and inure to their benefit absent execution of a written agreement revoking such property status.

(c) Exception for Certain Joint Tenancy Assets

Notwithstanding the provisions Paragraph (a) above, the Parties agree that separate property owned by one spouse and a non-spouse in joint tenancy (whether the joint tenancy currently exists or is hereafter established) shall be owned by that spouse and the non-spouse as true joint tenants.

(d) Community Property Agreement

The parties agree that each of them owns an undivided one-half (1/2) interest in the total aggregate value of their Community Property Estate (sometimes known as the “aggregate theory”), as described under the laws of Washington, rather than an undivided one-half (1/2) interest in each and every community property asset (sometimes known as the “item theory”).

(e) Optional Revocation by One Party

If either Party becomes disabled, the other party shall have the power to terminate the provisions of Paragraph (f) and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled 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 affairs.

(f) 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.

(a) 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 (f) had been revoked as to such interest, with the surviving spouse entitled to the benefits provided by any alternate disposition.

(g) Surviving Spouse's Right to Change Beneficiary of Retirement Proceeds

The parties expressly agree that, subsequent to said death and division of property, the surviving spouse shall have the unrestricted right to (i) change the beneficiary designation of all or any part of the retirement proceeds; and (ii) elect a different benefit or payment option with respect to all or any part of the retirement proceeds.

(h) Binding Agreement

This Agreement shall be binding on the administrators, personal representatives, successors, and assigns of the parties hereto.

(i) Written Modifications

This Agreement can only be modified or revoked by a written instrument, executed by both parties, that expressly refers to this Agreement.

(j) Execution of Other Instruments

The parties agree that on the request of the other party, or his or her successors or assigns, he or she shall execute, deliver, and properly acknowledge any deeds or documents necessary to give effect to this Agreement.

(k) Applicable Law

All matters pertaining to the validity, construction, interpretation, and effect of this agreement shall be governed by the laws of Washington.

(l) Representation by Counsel

Glenn L. Sullivan and Laurie L. Sullivan have consented to joint representation by Adaptive Law Firm PS for purposes of drafting and reviewing the contents of this agreement. In view of the possibility of conflicting legal and property interests between the parties, each party is aware of his or her right to obtain independent counsel to advise him or her concerning this agreement and each has knowingly waived the right to independent counsel.

(m) Severability

If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable.

We execute and accept this Spousal Agreement on this date of 23rd December 2020

Glenn L. Sullivan

Glenn L. Sullivan

Laurie L. Sullivan

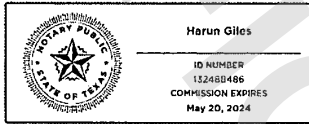
Laurie L. Sullivan

STATE OF Texas)
) ss.
 COUNTY OF Tarrant)

I certify that I know or have satisfactory evidence that Glenn L. Sullivan is the person who appeared before me, and said person 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: 12/23/2020

(Seal or stamp)



132488486

Harun Giles

Notary Public for the State of Texas

My commission expires: 05/20/2024

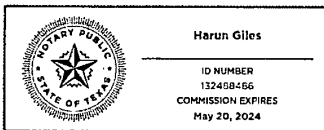
Notarized online using audio-video communication

STATE OF Texas)
) ss.
 COUNTY OF Tarrant)

I certify that I know or have satisfactory evidence that Laurie L. Sullivan is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12/23/2020

(Seal or stamp)



132488486

Harun Giles

Notary Public for the State of Texas

My commission expires: 05/20/2024

Notarized online using audio-video communication

STATE OF WASHINGTON

DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2020-060657

DATE ISSUED: 01/04/2021

FEE NUMBER:

FIRST AND MIDDLE NAME(S): GLENN LAWRENCE

LAST NAME(S): SULLIVAN

COUNTY OF DEATH: SKAGIT

DATE OF DEATH: DECEMBER 26, 2020

HOUR OF DEATH: 02:45 PM

SEX: MALE AGE: 64 YEARS

SOCIAL SECURITY NUMBER: [REDACTED]

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE, NATIVE AMERICAN: SKAGWAY TRADITIONAL COUNCIL

BIRTH DATE: [REDACTED]

BIRTHPLACE: SKAGWAY, AK

MARITAL STATUS: MARRIED

SURVIVING SPOUSE: LOURIE JACKSTADT

OCCUPATION: CHIEF MECHANICAL OFFICER

INDUSTRY: RAILROAD

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED

US ARMED FORCES: NO

INFORMANT: LOURIE SULLIVAN

RELATIONSHIP: WIFE

ADDRESS: 1405 43RD PLACE MT. VERNON, WA 98274

CAUSE OF DEATH:

A: PANCREATIC CANCER

INTERVAL: 4 MONTHS

B:

INTERVAL:

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: HOME

FACILITY OR ADDRESS: 1405 43RD PLACE

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

RESIDENCE STREET: 1405 43RD PLACE

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

INSIDE CITY LIMITS: YES

COUNTY: SKAGIT

TRIBAL RESERVATION: NOT APPLICABLE

LENGTH OF TIME AT RESIDENCE: 12 YEARS

FATHER: LAWRENCE O SULLIVAN

MOTHER: JOYCE M [REDACTED]

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: LICENSED DIRECTOR CREMATORIUM

CITY, STATE: BLAINE, WASHINGTON

DISPOSITION DATE: DECEMBER 29, 2020

FUNERAL FACILITY: JERNS FUNERAL CHAPEL

ADDRESS: 4131 HANNEGAN RD SUITE #106

CITY, STATE, ZIP: BELLINGHAM, WASHINGTON 98225

FUNERAL DIRECTOR: BRADLEY W. BYTNAR

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: LESLIE A. ESTEP, MD

TITLE: PHYSICIAN

CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A

CITY, STATE, ZIP: MOUNT VERNON, WA 98273

DATE SIGNED: DECEMBER 28, 2020

CASE REFERRED TO ME/CORONER: NO

FILE NUMBER: NOT APPLICABLE

ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: BELEN MARTINEZ

DATE RECEIVED: DECEMBER 28, 2020

Affidavit for Correction

12/15/2021 12:47 PM Page 9 of 9
 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: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)				
1. Name on Record: First Middle Last		2. Date of Event: MM/DD/YYYY		3. Place of Event: (City or County)
4. Father/Parent Full Birth Name (Spouse A for Marriage or Dissolution) First Middle Last/Maiden		5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution) First Middle Last/Maiden		
6. Name of Person Requesting Correction: Relationship to <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital Person on Record: <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:		Printed name:		Date:
Date:		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:				
<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 • 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).				
<u>Child under 18</u>				
<ul style="list-style-type: none"> • 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. 				
<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 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

JAN 04 2021

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



0 4 1 4 4 8 0 6