202203040106

03/04/2022 12:15 PM Pages: 1 of 6 Fees: \$208.50 Skagit County Auditor

After recording please return to:

Mrs. Lindsay Wilme P.O. Box 1524 La Conner, WA 98257 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2022. 838 MAR 04 2022

Amount Paid \$ Skagit Co. Treasurer
By Deputy

RECORDING COVER PAGE

DOCUMENT TITLE: AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: 201806080027; 201806080028

GRANTORS: SCOTT WILME and LINDSAY WILME

GRANTEES: THE PUBLIC

PARCEL NO.: P128849

LEGAL DESCRIPTION: Lot #297, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2 Tribal and Allotted Lands of Swinomish Indian Reservations," as recorded March 17, 1970, in Volume 43 of official Records, Pages 833 through 838, under Auditor's File No. 737013 records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

Affidavit Re: Community Property Agreement of

Scott S. Wilme and Lindsay A. Wilme

State of Washington)	
)	SS.
County of Skagit)	

Lindsay A. Wilme, being first duly sworn, deposes and says:

- 1. I am the surviving spouse of Scott S. Wilme, who died on December 30, 2021. A certified copy of Scott S. Wilme's death certificate is attached as Exhibit A.
- 2. Scott S. Wilme and I, as husband and wife, executed a Community Property Agreement on April 29, 2020, 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 Scott S. Wilme's death.
- 4. By virtue of the Community Property Agreement, all property and assets owned by Scott S. Wilme passed to me as sole owner.
- 5. There are no unpaid creditors of Scott S. Wilme, 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.

Lindsay A. Wilme

Subscribed and sworn to before me this day of March, 2022 by Lindsay A. Wilme.

KELSEY RYKER
NOTARY PUBLIC #209990
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 29, 2023

Notary Public in and for the State of Washington, residing at My Commission Expires: 0 29 20 2023

STATE OF WASHINGTON DEPARTMENT OF THEALTH

CERTIFICATE OF DEATH



DATE ISSUED: 01/03/2022 FEE NUMBER:

CERTIFICATE NUMBER: 2021-066845

FIRST AND MIDDLE NAME(S): SCOTT STEPHAN LAST NAME(S): WILME

COUNTY OF DEATH: SKAGIT
DATE OF DEATH: DECEMBER 30, 2021
HOUR OF DEATH: 02:50 AM

SEX: MALE AGE: 53 YEARS

SOCIAL SECURITY NUMBER

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE:

BIRTHPLACE: NEWPORT BEACH, CA

MARITAL STATUS: MARRIED

SURVIVING SPOUSE: LINDSAY ANN LAMBIE

OCCUPATION: AGENT

INDUSTRY: COMMERCIAL REAL ESTATE

EDUCATION: MASTER'S DEGREE

US ARMED FORCES: NO

INFORMANT: LINDSAY WILME

RELATIONSHIP: WIFE

ADDRESS: 297 NISQUALLY PLACE, LA CONNER, WA 98257

CAUSE OF DEATH:
A: COLON CANCER

INTERVAL: 2 YEARS 3 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

Exhibit A

PLACE OF DEATH: DECEDENT'S HOME FACILITY OR ADDRESS: 297 NISQUALLY PLACE CITY, STATE, ZIP: LA CONNER, WASHINGTON 98257

RESIDENCE STREET: 297 NISQUALLY PLACE CITY, STATE, ZIP: LA CONNER, WA 98257

INSIDE CITY LIMITS: NO COUNTY: SKAGIT

TRIBAL RESERVATION: SWINOMISH LENGTH OF TIME AT RESIDENCE: 3 YEARS

FATHER: CLIFFORD CHARLES WILME MOTHER: STEPHANIE

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: NORTHWEST CREMATORY

CITY, STATE: ANACORTES, WASHINGTON DISPOSITION DATE: JANUARY 03, 2022

FUNERAL FACILITY: EVANS FUNERAL CHAPEL & CREMATORY, INC.

ADDRESS: 1105 32ND STREET

CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221 FUNERAL DIRECTOR: LEONARD J. WILLIAMS

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, WASHINGTON 98273

DATE SIGNED: DECEMBER 31, 2021

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

LOCAL DEPUTY REGISTRAR: ISABEL M. CARBAJAL

DATE RECEIVED: JANUARY 03, 2022

DOH 422-132 (8/18)

202203040106

Washington State Department of Health

Affidavit for Correction

03/04/2022 12/15 PMenReager death Statistics

P.O. Box 47814 Olympia, WA 98504-7814

DOH	422-034 August 2019	inis is	a iegai dod	ument. Com	piete in i	nk and d	o not aiter.		360-236-430	00	
				STATE OF	ICE USE	ONLY					
Stat	e File Number	Fee N	umber			Initials	Date		Affidavit N	Number	
Required information must match current information on record											
Record Type: Birth Death M					Marriage	-	Dissolu	tion (Divo	rce)		
ᄝ	1. Name on Record:						2. Date of Event: 3. Place of E		of Event:		
.⊑	First	Middle		Last			MM/DD/\	YYY	(City or	County)	
ᅵᇡ	4. Father/Parent Full Birth Na	me (Spouse	Spouse A for Marriage or Dissolution)			5. Mother/Parent Full Birth Name (Spouse			B for Marriage or Dissolution)		
Required	First	Middle		Last/Maiden	First		Mide	lle	Last/Maiden		
	6. Name of Person Requesting	g Correction:		Relationship Person on R		Self Parent(s)	☐ Guardian ☐ Funeral D		nformant Other (specify)	☐ Hospital	
	leturn Mailing Address: O Box or Street Address				С	ty		State))	Zip	
Tele (phone Number:)				Email Ad	dress:					
	Use the section bel	ow for requ	esting any	changes on t	he record	. The rec	ord is incor	rect or inc	omplete as	follows:	
The record currently shows:					TI	ne true fact	is:				
8.					9.						
10.			11.								
12.					13.						
	I declare under per	alty of per	ury under t	the laws of the					is true and	correct.	
14a. Signature:					14b. Sigr	14b. Signature of 2 nd parent (if required):					
Prin	ted name:		ı	Date:	Printed n	ame:	***************************************			Date:	
				DNS – go to <u>ww</u>							
•	uired proof documentation mus Birth/Marriage/Divorce record Certificate of Naturalization You cannot use a	MilitaryHospital	record (DD-2 al/medical rec	• • • • • • • • • • • • • • • • • • •	School tran	iscripts issport / En	hanced ID	Social SGreen/P	ecurity Numic	lent Report sident card (I-551)	
1. 0 2. 1 3. 1 4.	th Certificates Only a parent(s), legal guardiar The proof(s) must match the Mary Ann Doe. Proof documentation must be f. This affidavit cannot be used to d under 18 If legal guardian(s), include co Up to age one or up to one ye of Parentage form, last name on certificate (can be any com thereafter, a court order is req No proof is required to change To correct parent's informatior To correct the sex of the child provider is required.	asserted factive or more yet add a paren ertified court car following the can be changibination of the uired to change the first or m, one proof di	ears old or es to a birth cer order proving the filing of an abd once to eith e first, middle ge the last na niddle name.*	ole, if the affidav tablished within rtificate (use Ack guardianship. Acknowledgementer parents' nam or last names); me. is required.	five years convolved green Adult (18 and 18	f birth. nt of Paren years or o the adult ca first or mid- red. first, middle orrect, two	tage form DO older) an change his dle name is me e and/or last n pieces of proc	n Doe, the p H 422-159). or her birth issing, three ame is miss of documenta	certificate. pieces of propelled, or moration are requi	of documentation are	

*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

- 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.
- 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. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.



CERTIFIED

JAN 03 2022

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



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

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is entered into this 20 day of APPL 2020, between SCOTT S. WILME ("Husband") and LINDSAY A. WILME ("Wife"), husband and wife, in accordance with the provisions of RCW 26.16.120, allowing for agreements between husband and wife for the fixing of the status of community property or the disposition thereof to take effect upon the death of either.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Property Covered</u>. This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife and to all separate property now owned or hereafter acquired by either Husband or Wife, all of which shall be considered and is declared to be the community property of the parties (except for property for which a separate property designation is hereafter made by Husband or Wife and approved in writing 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 referred to in this agreement as the "described community property."
- 2. <u>Vesting at Death of a Spouse</u>. 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. <u>Disclaimer</u>. 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 property. The interest disclaimed shall pass as if the provisions of Section 2 above had been revoked as to such interest, provided that the surviving spouse shall remain entitled to any benefits which may be provided by any alternate disposition applicable to the disclaimed interest, in the absence of further disclaimer.
- 4. **Property Held in Joint Tenancy**. Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only, and such property shall be community property and ownership and title shall vest as provided in Section 2 above.

5. Automatic Revocation.

- a. This agreement shall be automatically revoked upon the filing by either party of a petition, complaint, or other pleading for separation, dissolution, or divorce; or
- b. The provisions of Section 2 above shall be automatically revoked immediately prior to death if neither party survives the other by ten (10) days.

COMMUNITY PROPERTY AGREEMENT - 1

- 6. Optional Revocation by One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of Section 2 above. 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 spouse. Each party designates the other party, to become effective upon disability, as attorney-in-fact to agree to the termination. 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 named spouse is unable to manage his or her financial affairs.
- 7. Revocation of Inconsistent Agreements. To the extent this agreement is inconsistent with the provisions of any community property agreement, Will, or other arrangement previously made by either or both of the parties that affects the described community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.
- 8. <u>Rights of Parties</u>. The parties have each been advised of their right to be represented by independent counsel prior to signing this agreement and hereby expressly waive that right.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SCOTT S. WILME

LINDSAY Å. WILME

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **SCOTT S. WILME** and **LINDSAY A. WILME** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SS.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27 day of April 2020

LUCY A KELLY Notary Public State of Washington My Appointment Expires Jan 30, 2021

Printed Name Lucy 2. Ke

NOTARY PUBLIC in and for the State of Washington

My Commission Expires 01/30/2021

COMMUNITY PROPERTY AGREEMENT - 2

Exhibit B Page 2