



202306020012

06/02/2023 08:47 AM Pages: 1 of 7 Fee: \$200.50
Skagit County Auditor


Filed for Record at the Request of:

North Sound Law Group, PLLC
300 N. Commercial St.
Bellingham, WA 98225

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2023 6733

JUN 02 2023

Amount Paid \$ 0
Skagit Co. Treasurer
By  Deputy

Document Title: Affidavit
Grantor: Anne M. Rice, Deceased, by Lauren D. Rice, Surviving Spouse
Grantee: Lauren D. Rice, an unmarried man
Assessor's Tax/Parcel No.: 5100-005-857-0000 / P129507
Abbrev. Legal Description: S02 T33 R02 - Shelter Bay Div. 5, Lot 857

COMMUNITY PROPERTY AGREEMENT AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

Lauren D. Rice, being first duly sworn, upon oath deposes and states:

1. I am the lawful surviving spouse of Anne M. Rice ("Decedent"), who died on March 17, 2023 at Anacortes, Washington. Decedent's death certificate is attached hereto. At all times referenced in this document, Decedent and I both resided in the State of Washington.
2. On December 10, 2019, Decedent and I, while married, executed an agreement entitled Community Property Agreement ("the Agreement"), the original of which attached hereto. In the Agreement, Decedent and I declared all property we then owned, along with any property acquired thereafter by either or both spouses, to be our community property. The Agreement further provides that such community property immediately vested in my sole ownership as the surviving spouse upon Decedent's death. Decedent and I were both legally competent at the time of the Agreement and executed no subsequent Wills or other instruments that would have had the effect of abrogating or nullifying the Agreement.
3. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which the either Decedent or I had any interest was our community property.
4. Among the items that Decedent and I held as community property at the time of her death was the following described real estate, situated in the County of Skagit, State of Washington:

A Leasehold Interest in the following property:

Lot 857, "AMENDED SURVEY OF SHELTER BAY DIVISION 5, Tribal and Allotted Lands Swinomish Indian Reservation", as recorded on June 2, 1976, in Volume 1 of Surveys, pages 184 to 186 records of Skagit County, Washington, under Auditor's File No. 836134.

5. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and there are no unpaid creditors of Decedent or our former marital community, other than unmatured installment obligations that are current and being satisfied in due course.
6. No state or federal transfer taxes were payable in Decedent's estate.
7. Decedent executed a Will on December 10, 2019, designating me as the sole beneficiary of her estate if surviving. No proceedings have occurred, nor are any proceedings contemplated, to probate Decedent's estate.
8. This affidavit is made to induce any and all title insurance companies to issue policies of title insurance on real property that passed to me as Decedent's surviving spouse, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.


Signed this 11 day of May, 2023, at La Conner, Washington.



LAUREN D. RICE

SUBSCRIBED AND SWORN (or affirmed) to before me this 11 day of May, 2023.





Notary Public in and for the State of Washington,
residing at Mt. Vernon
My appointment expires 11/29/26

Community Property Agreement

THIS AGREEMENT is made December 10, 2019, at La Conner, Washington, between Lauren D. Rice ("Husband") and Anne M. Rice ("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. 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 Husband and Wife, or 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. Upon the death of the first spouse, 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. Exception 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.

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 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.

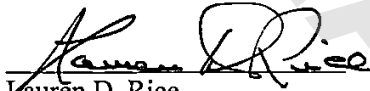
\\


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 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.

8. 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.

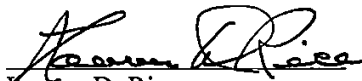
DATED as first stated above.


Lauren D. Rice
Husband


Anne M. Rice
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.


Lauren D. Rice
Husband
\\


Anne M. Rice
Wife

\\

\\

\\

STATE OF WASHINGTON)

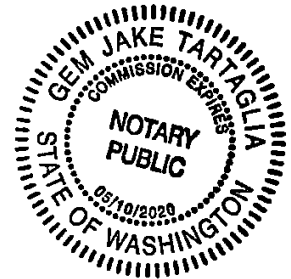
: ss

County of Skagit)

I certify that I know or have satisfactory evidence that Lauren D. Rice and Anne M. Rice 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 12/10/19

Gem Jake Tartaglin
Notary Public in and for the State
of Washington, residing at La Conner, WA
My Commission Expires: 5-10-2020



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2023-013546

DATE ISSUED: 03/23/2023
FEE NUMBER: 1706010FIRST AND MIDDLE NAME(S): ANNE MARGUERITE
LAST NAME(S): RICECOUNTY OF DEATH: SKAGIT
DATE OF DEATH: MARCH 17, 2023
HOUR OF DEATH: 11:45 PM
SEX: FEMALE AGE: 83 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITEBIRTH DATE: [REDACTED]
BIRTHPLACE: SEATTLE, WAMARITAL STATUS: MARRIED
SURVIVING SPOUSE: LAUREN DAVID RICEOCCUPATION: TEACHER
INDUSTRY: EDUCATION
EDUCATION: MASTER'S DEGREE
US ARMED FORCES: NOINFORMANT: LAUREN RICE
RELATIONSHIP: SPOUSE
ADDRESS: 857 KALISPELL DR, LA CONNER, WA 98257CAUSE OF DEATH:
A: FRONTOTEMPORAL DEMENTIA
INTERVAL: YEARSB:
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: NURSING HOME/LONG TERM CARE FACILITY
FACILITY OR ADDRESS: CARING HEARTS ADULT FAMILY HOME
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221RESIDENCE STREET: 857 KALISPELL DR
CITY, STATE, ZIP: LA CONNER, WA 98257-9623
INSIDE CITY LIMITS: NO COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 20 YEARSFATHER: GEORGE COOKE CONNELL
MOTHER: MARY ELIZABETH [REDACTED]METHOD OF DISPOSITION: BURIAL
PLACE OF DISPOSITION: FOREST LAWN CEMETERYCITY, STATE: SEATTLE, WASHINGTON
DISPOSITION DATE: MARCH 28, 2023

FUNERAL FACILITY: FOREST LAWN FUNERAL HOME

ADDRESS: 6701 30TH AVE SW
CITY, STATE, ZIP: SEATTLE, WASHINGTON 98126
FUNERAL DIRECTOR: MARCELLE M. BALDWINMANNER 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 RESPONSECERTIFIER NAME: LESLIE A. ESTEP, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A
CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98273
DATE SIGNED: MARCH 20, 2023CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NOT APPLICABLE
ATTENDING PHYSICIAN: NOT APPLICABLELOCAL DEPUTY REGISTRAR: ISABEL M. CARBAJAL
DATE RECEIVED: MARCH 20, 2023

**Affidavit for Correction**

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

- 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.
- Proof documentation must be five or more years old or established within five years of birth.
- 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.

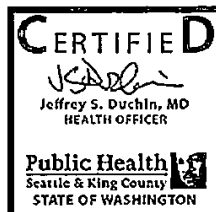
*To change any part of the name of a child using this form, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate with request.

Death Certificates

- 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

- 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.



0 6 5 8 9 3 5 5