

After Recording Return To:

North Sound Law Group, PLLC
300 N. Commercial Street
Bellingham, WA 98225Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Lena Thompson
Affidavit No. 20241664
Date 08/05/2024

DOCUMENT TITLE:

AFFIDAVIT IN SUPPORT OF
COMMUNITY PROPERTY AGREEMENT

GRANTOR:

DIANA L. CAPLE, Deceased

GRANTEE:

PETER NORMAN CAPLE, Surviving Spouse

ABBREVIATED LEGAL DESCRIPTION:

T 34; R 2; S 35: LOT 271, REVISED MAP OF
SHELTER BAY DIV. 2

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S): 2

ASSESSOR'S TAX PARCEL NUMBER: 5100-002-271-0000; P129116

**AFFIDAVIT IN SUPPORT OF
COMMUNITY PROPERTY AGREEMENT****ESTATE OF DIANA L. CAPLE, DECEASED**STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

Peter Norman Caple, after being first duly sworn upon oath, deposes and says:

1. Agreement as to Status of Community Property. This Affidavit is for the purpose of supplying information for record pertaining to that certain Community Property Agreement executed by DIANA L. CAPLE and PETER NORMAN CAPLE, husband and wife, which Agreement was dated August 31, 2021 (a copy is attached

attached hereto as Exhibit A), and also for the Estate of DIANA L. CAPLE, Deceased, one of the parties to said Agreement.

2. Decedent. DIANA L. CAPLE died on June 20, 2024, in La Conner, Skagit County, Washington. Recorded herewith as Exhibit B is a true and correct copy of the death certificate that was issued.

3. No Subsequent Agreements. The parties to the Community Property Agreement referred to above entered into no subsequent Wills or Agreements which would have the effect of abrogating or nullifying the above-mentioned Community Property Agreement. The above-mentioned Community Property Agreement was in full force and effect at the time of Decedent's death.

4. Community Property. Among other items of community property was the following described home and personal property:

- a) Residence located at 271 Elwha Drive, La Conner, Skagit County, Washington, 98257, legally described as follows:

LOT 271, REVISED MAP OF SHELTER BAY DIV. 2, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION AS RECORDED ON MARCH 17, 1970, IN VOLUME 43 OF OFFICIAL RECORDS, PAGES 833 THROUGH 838, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Skagit County Tax Parcel No. 5100-002-271-0000; P129116

- b) All Checking, Savings, Investment, and Retirement and Annuity Accounts.
- c) All Motor Vehicles.
- d) All Household Furniture, Furnishings, Jewelry, Clothing, and Other Items of Personal Property.

5. Separate Property. The Decedent left no separate estate.

6. Debts. All obligations of the community owing at the date of death of Decedent have been paid in full, and all expenses of last illness and for funeral and burial services have been paid. The decedent did not receive any medical assistance paid for or provided by the Washington State Department of Social and Health Services (DSHS), including nursing facility services, home or community-based services, hospital, prescription drugs, or any other services.

7. Estate Tax Return. No federal or state estate tax return was required to be filed.

9. Heirs. Decedent was survived by the following persons:

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
PETER NORMAN CAPLE	Surviving Spouse	271 Elwha Dr La Conner, WA 98257
SUSAN L. WALKER	Daughter	230 Pine Duff Drive Cle Elum, WA 98922
SHARON LEIGH CAPLE	Daughter	Wilson Hotel #310 806 Commercial Avenue Anacortes, WA 98221

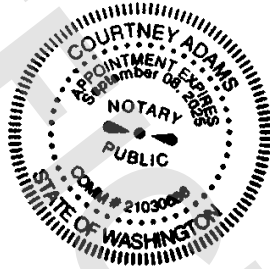
10. Reliance. It is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all parties dealing with the real estate described herein.

DATED this 30th day of July, 2024.


PETER NORMAN CAPLE

SUBSCRIBED AND SWORN TO before me this 30th day of July, 2024.

(SEAL)



[Signature]
Notary Public
Print Name: Courtney Adams
Residing at: Bellingham
My Commission Expires: 9/8/25

Community Property Agreement

EXHIBIT A

THIS AGREEMENT is made August 31, 2021, at La Conner, Washington, between Peter Norman Caple ("Husband") and Diana L. Caple ("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. 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. 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.

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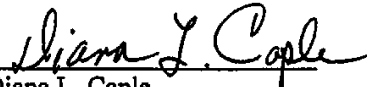
7. Termination. This Agreement shall terminate under any of the following circumstances:

- (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.
- (iii) Immediately prior to death if neither party survives the other by ten (10) days.

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.

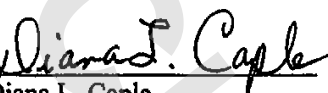

Peter Norman Caple
Husband


Diana L. Caple
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.


Peter Norman Caple
Husband

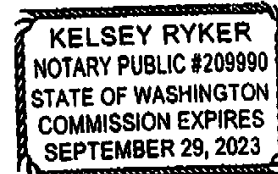

Diana L. Caple
Wife

STATE OF WASHINGTON)

: ss

County of Skagit)

I certify that I know or have satisfactory evidence that Peter Norman Caple and Diana L. Caple 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 08/31/2021

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

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

DATE ISSUED: 06/25/2024
FEE NUMBER:

EXHIBIT B

CERTIFICATE NUMBER: 2024-030201

FIRST AND MIDDLE NAME(S): DIANA LOLA
LAST NAME(S): CAPLECOUNTY OF DEATH: SKAGIT
DATE OF DEATH: JUNE 20, 2024
HOUR OF DEATH: 10:05 AM
SEX: FEMALE AGE: 81 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITEBIRTH DATE: [REDACTED]
BIRTHPLACE: SEATTLE, WAMARITAL STATUS: MARRIED
SURVIVING SPOUSE: PETER NORMAN CAPLEOCCUPATION: TEACHER - HIGH SCHOOL
INDUSTRY: EDUCATION - ELEMENTARY AND SECONDARY
EDUCATION: MASTER'S DEGREE
US ARMED FORCES: NOINFORMANT: PETER NORMAN CAPLE
RELATIONSHIP: HUSBAND
ADDRESS: 271 ELWHA DRIVE, LA CONNER, WA 98257CAUSE OF DEATH:
A: PULMONARY FIBROSIS
INTERVAL: 7 YEARSB:
INTERVAL:C:
INTERVAL:D:
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: ASTHMA

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: DECEDENT'S HOME
FACILITY OR ADDRESS: 271 ELWHA DRIVE
CITY, STATE, ZIP: LA CONNER, WASHINGTON 98257RESIDENCE STREET: 271 ELWHA DR
CITY, STATE, ZIP: LA CONNER, WA 98257-9604
INSIDE CITY LIMITS: NO COUNTY: SKAGIT
TRIBAL RESERVATION: SWINOMISH
LENGTH OF TIME AT RESIDENCE: 29 YEARSFATHER: LESTER FRANKLIN BLUME
MOTHER: [REDACTED]METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: MOUNT VERNON CREMATORYCITY, STATE: MOUNT VERNON, WASHINGTON
DISPOSITION DATE: JUNE 25, 2024

FUNERAL FACILITY: KERN FUNERAL HOME

ADDRESS: 1122 S. 3RD STREET
CITY, STATE, ZIP: MT. VERNON, WASHINGTON 98273
FUNERAL DIRECTOR: SARA E. PERRYMANNER 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: NOT APPLICABLECERTIFIER NAME: ERIKA POPE, DO
TITLE: DO
CERTIFIER ADDRESS: 227 FREEWAY DRIVE SUITE A
CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98273
DATE SIGNED: JUNE 21, 2024CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NOT APPLICABLE
ATTENDING PHYSICIAN: NOT APPLICABLELOCAL DEPUTY REGISTRAR: CHRISTIAN STECHER
DATE RECEIVED: JUNE 25, 2024

Affidavit for Correction

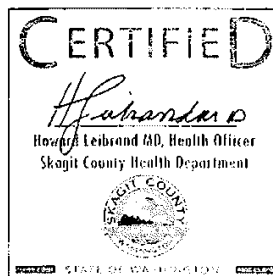
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Washington State Department of Health
P.O. Box 47814
Olympia, WA 98504-7814
360-236-4300

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				
Required	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:
	4. Father/Parent Full Birth Name (Spouse A for Marriage or Dissolution)		5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution)	
	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:			
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:
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).				
Child under 18				
<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 Acknowledgement 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. 				
*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.				
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 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. 				
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



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