



201308140010

Skagit County Auditor

\$78.00

8/14/2013 Page

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7 9:42AM

After recording please return to:

Patricia A. France
14132 Madrona Dr.
Anacortes, WA 98221

RECORDING COVER PAGE

DOCUMENT TITLE: AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBERS OF RELATED DOCUMENTS: 200608170114;
201305060193

GRANTORS: ALAN C. FRANCE and PATRICIA A. FRANCE

GRANTEE: THE PUBLIC

Parcel # ^s

P 115967 and
Lot 57
Seaview Div. 41

P 69947
Sunset
West
Lot 29

AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

State of Washington)
)
County of Skagit) ss.

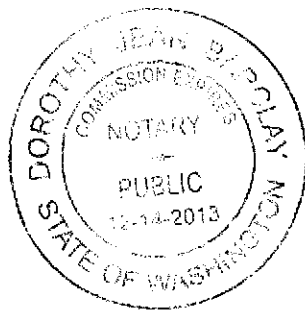
Patricia A. France, being first duly sworn, deposes and says:

1. I am the surviving spouse of Alan C. France.
2. Alan C. France and I, as husband and wife, executed a Community Property Agreement on August 13, 2012, which provided for the disposition of all community property as between ourselves. The original Community Property Agreement is attached to this Affidavit 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 Alan C. France's death.
4. By virtue of the Community Property Agreement, all property owned by Alan C. France passed to me as sole owner.
5. There are no unpaid creditors of Alan C. France, 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.

Dated August 13, 2013

Patricia A France
Patricia A. France

Subscribed and sworn to before me this 13 day of August, 2013 by Patricia A. France.



Dorothy Jean Biplay
Notary Public in and for the State
of Washington, residing at Seahurst
My Commission Expires: 12-14-13



Community Property Agreement

THIS AGREEMENT is made August 13, 2012, at La Conner, Washington, between Alan C. France ("Husband") and Patricia A. France ("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 every kind, whether titled in the name of Husband, or Wife, or both spouses, 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.



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.

Alan C France
Alan C. France
Husband

Patricia A France
Patricia A. France
Wife

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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.

Alan C. France
Alan C. France, Husband

Patricia A. France
Patricia A. France, Wife

STATE OF WASHINGTON)

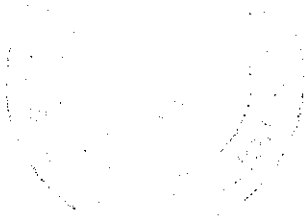
: ss

County of Skagit)

I certify that I know or have satisfactory evidence that Alan C. France and Patricia A. France 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 August 13, 2012

Sarah Jean Berkey
Notary Public in and for the State
of Washington, residing at Sedro Woolley
My Commission Expires: 12-14-2013



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

CERTIFICATE NUMBER: 2013-013170

LOCAL FILE NUMBER: 2538

DATE ISSUED: 07/30/2013

FEE NUMBER: 0000310713

GIVEN NAMES: ALAN CHARLES
LAST NAME: FRANCE

COUNTY OF DEATH: SNOHOMISH
DATE OF DEATH: JULY 20, 2013
HOUR OF DEATH: 06:30 P.M.
SEX: MALE
AGE: 76 YEARS

SOCIAL SECURITY NUMBER: [REDACTED]

HISPANIC ORIGIN: NO, NOT HISPANIC
RACE: WHITE

BIRTHDATE: [REDACTED]
BIRTHPLACE: LEATHERHEAD, UNITED KINGDOM

MARITAL STATUS: MARRIED
SPOUSE: PATRICIA ANGELA CLENT

OCCUPATION: ENGINEER
INDUSTRY: ENGINEERING
EDUCATION: MASTER'S DEGREE
US ARMED FORCES? NO

INFORMANT: PATRICIA ANGELA FRANCE
RELATIONSHIP: SPOUSE
ADDRESS: 13834 SEAVIEW WAY ANACORTES, WA 98221

PLACE OF DEATH: HOSPITAL
FACILITY OR ADDRESS: PROVIDENCE REGIONAL MED. CENTER
CITY, STATE, ZIP: EVERETT, WASHINGTON 98201

RESIDENCE STREET: 13834 SEAVIEW WAY
CITY, STATE, ZIP: ANACORTES, WASHINGTON 982218558
INSIDE CITY LIMITS? NO
COUNTY: SKAGIT

TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 1 MONTH

FATHER: REGINALD FRANCE
MOTHER: EVELYN [REDACTED]

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: HERITAGE CREMATORY
CITY, STATE: MARYSVILLE, WA
DISPOSITION DATE: JULY 29, 2013

FUNERAL FACILITY: AMERICAN CREMATION AND CASKET ALLIANCE
ADDRESS: 3803 132ND PLACE NE
CITY, STATE, ZIP: MARYSVILLE WA 98271
FUNERAL DIRECTOR: JUDY A. JEWELL

- CAUSE OF DEATH:
- A. ACUTE RESPIRATORY FAILURE
INTERVAL: DAYS
 - B. ASPIRATION PNEUMONIA
INTERVAL: DAYS
 - C. GASTROINTESTINAL BLEED
INTERVAL: DAYS
 - D.
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:
HYPONATREMIA, MULTIPLE MYELOMA

DATE OF INJURY:
HOUR OF INJURY:
INJURY AT WORK?
PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:
COUNTY:
DESCRIBE HOW INJURY OCCURRED:

STATUS OF DECEDENT, IF A TRANSPORTATION INJURY:
NOT APPLICABLE

ITEM(S) AMENDED: NONE

NUMBER(S): NONE
DATE(S): NONE



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MANNER OF DEATH: NATURAL
AUTOPSY: UNKNOWN
AVAILABLE TO COMPLETE THE CAUSE OF DEATH? UNKNOWN
DID TOBACCO USE CONTRIBUTE TO DEATH? UNKNOWN
PREGNANCY STATUS, IF FEMALE: NOT APPLICABLE

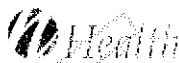
CERTIFIER NAME: TIANNA TSITSIS MD
TITLE: PHYSICIAN
CERTIFIER
ADDRESS: 1321 COLBY AVE.
CITY, STATE, ZIP: EVERETT WA 98201
DATE SIGNED: JULY 23, 2013



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

LOCAL DEPUTY REGISTRAR:
SHARON MCWHIRTER
DATE RECEIVED: JULY 26, 2013

DOH 01-003 (1/13)



Affidavit for Correction

Division for Health Statistics
P.O. Box 2, 514
Chester, VA 23804-0002
(800) 296-1300

This is a legal document. Complete in ink and do not alter.

STATE OFFICE USE ONLY

| | | | | |
|--|-----------------------------------|----------|---|------------------|
| State File Number | Rec. Number | Initials | Date | Affidavit Number |
| Use the section below for requesting any changes on the record. | | | | |
| Record Type: Birth | Death | Marriage | Dissolution | |
| 1. Name of record | 2. Date of Event | | 3. Place of Event (city, county) | |
| 4. Father's Full Name (For Birth) | 5. Mother's Full Name (For Birth) | | 6. For Birth, Spouse (M/F) is (or was) age of _____ | |
| 7. The Record is incorrect in the following manner: | | | 8. How the Record is correct: | |
| 9 | 10 | | 11 | |
| 12 | 13 | | 14. I represent the person as _____ | |
| I declare under penalty of perjury that the facts of this affidavit were true and the responses were accurate. | | | | |

15. Signature: _____ Date: _____

All vital records are registered as received.
 We do not accept as proof: Driver's License, Social Security card, marriage license, descriptive birth certificate.
 Examples of documentary proof: Certificate of Naturalization, Nonconformity Affidavit, School Transcripts (if real), Hospital Medical Record, Military Records, Voter's Registration, Court Filings in effect (actual), Life Insurance Policy, Birth Record, Alien Registration Card (front and back), Marriage/Divorce Record, Passport.

Birth Certificates:

- Only a parent, legal guardian of the child (if under 18), or the adult then (ages 18-19 or older) may change the birth certificate.
- The proof(s) must match exactly the asserted true report. For example, if the child's name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe. Mary A. Doe or M. A. Doe does not prove the name is Mary Ann Doe.
- Child under 18**
 - Only parents or legal guardian can change the birth certificate.
 - Guardian must submit certified and notarized document authorizing them to act on behalf of children.
 - Up to age one, the last name of a child can be changed to a new last name. This can include initials. It can be changed to the birth certificate or a combination of the two. After age one, a last name change is required.
 - Parents may change the child's first name if a child is modeling a sibling's name or are using a specific name.
 - To change a child's name, a non-legal document may not be used. Proof is required for children under 18 years old or who have been adopted within a year of birth.
- 18 years of age or older**
 - Only the adult then (ages 18-19 or older) may change the birth certificate.
 - If the adult then is absent, three pieces of documentary proof are required.
 - If the child's middle name is misspelled, two pieces of documentary proof are required.
 - For other kinds of name changes, one piece of documentary proof is required.
 - Proof is required for children 18 years old or have been established within the year of birth.

4. This affidavit cannot be used to add a father to a birth record. (Under 18 is the parentage acknowledged report from 1970-71 S 121)

Death Certificates:

- Only the informant, the funeral director, or other persons in possession of evidence confirming such a death as presented may change the non-medical information. Proof is required to make changes if requested by someone other than the informant listed on the original death certificate. Medical status requires a certified copy of a 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 non-tertiary medical examiner.
- If it is less than sixty days from date of death, please contact the county health department where the death occurred to make changes.

Marriage/Dissolution (Divorce) Certificates:

- Personal fact(s) (minor spelling changes in name, date, time, or place of birth or residence) may be changed by affidavit with proof by the person.
- To change the date or place of marriage or dissolution, the official (marriage) or clerk of court (dissolution) must sign the affidavit.

DOI 1015 07/16/2013

RECEIVED
 Gary Goldbaum, MD, MPH
 HEALTH OFFICER AND REGISTRAR
 SNOHOMISH HEALTH DISTRICT



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