

Recording Requested By And
When Recorded Mail To:

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Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Lena Thompson
Affidavit No. 20243016
Date 11/21/2024

Affidavit in Support of Community Property Agreement

Grantor: Bruce R. Cook, now deceased
Grantee: Helen M. Cook, surviving spouse
Legal Description: TRACT 32, BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY,
WASHINGTON, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS,
PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT
THE SOUTHERLY 39.34 FEET OF SAID TRACT 32 THEREOF.
Assessor's Tax Parcel ID: 62005
Reference Nos. of Documents Released or Assigned: 201908220067

STATE OF IDAHO)
 ss.
COUNTY OF ADA)

Helen M. Cook, being first duly sworn, on oath deposes and says:

1. I am the surviving spouse of Bruce R. Cook (the "Decedent"), who died on August 5, 2024, in Meridian, Ada County, Idaho. A certified copy of his Certificate of Death is attached to this Affidavit.
2. This Affidavit provides information for the record regarding that certain Community Property Agreement dated October 5, 2018, and executed by Decedent and I, as husband and wife (the "Agreement"). The original Agreement is being recorded in the Office of the County Auditor in Skagit County, Washington contemporaneously herewith. The statements set forth in this Affidavit are representations of fact that may be relied upon by all parties dealing

the real property located in Skagit County, State of Washington, as more particularly described in Exhibit "A" attached hereto and incorporated herein.

3. The parties to the Agreement were legally competent at the time of the Agreement and executed no subsequent Wills or agreements that would have the effect of abrogating or nullifying the Agreement.

4. Decedent's and my Community Property in Washington State is listed on Exhibit A, attached hereto and incorporated herein. All of the Community Property is subject to the Agreement, all of its disposition is controlled by the Agreement, and all of it passed to me upon Decedent's death. Decedent owned no separate property at death.

5. No proceedings have begun or are anticipated:
- To have a Will of Decedent admitted to probate,
 - To have a Personal Representative for Decedent appointed, or
 - To set aside, cancel, or revoke the Agreement.

6. All obligations of the community composed of the Decedent and the affiant owing at the date of the Decedent's death have been paid in full, and all expenses of last illness and for burial services of the Decedent have been paid.

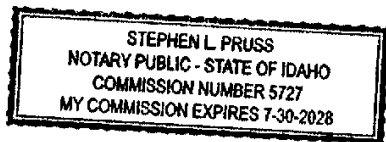
7. The gross value of the assets in the gross taxable estate of the Decedent was not sufficient to require a federal estate or State of Washington estate tax return or create any tax liabilities.

DATED this 30th day of October, 2024.

Helen Cook

 Helen M. Cook

SIGNED AND SWORN to before my hand and official seal this 30th day of October, 2024.



Stephen L. Pruss

 Notary Signature
 Commission expires: 7-30-2028

Exhibit A

The real property located at 18057 West Big Lake Boulevard, Skagit County, State of Washington, more particularly described as follows:

TRACT 2 OF THE PLAT OF BIG LAKE FRONT TRACTS PER PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THE SOUTHERLY 39.34 FEET OF TRACT 32 OF THE PLAT OF BIG LAKE WATER FRONT TRACTS PER PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

Community Property Agreement

THIS AGREEMENT, dated October 5, 2018, is entered into by Bruce R. Cook and Helen M. Cook, and affects the property of their marital community and the individually owned property of each.

Property Covered

By this agreement, Bruce R. Cook and Helen M. Cook, "Husband and Wife" hereafter, intend to confirm the community property status of any joint tenancy property, tenancy by the entireties property, tenancy in common property, and any other property acquired by them during their marriage, except any separate property held by either Party or acquired by gift or inheritance will continue to be separate property of that Party unless the character of that property is specifically transmuted in writing.

Husband and Wife mutually agree that all property now owned or acquired later by Husband, Wife, or both will be the community property of Husband and Wife. This includes property interests that up to this date have been separate property and property that would have been community property if acquired in this state, as well as property held together in joint tenancy and property held together 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 property as community property, as required under Washington law.

Vesting at Death of a Spouse

If one spouse dies and the other survives by thirty (30) days, all of the described community property shall vest in the surviving spouse as of the moment of the death of the first spouse to die.

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 property. The interest disclaimed shall pass as if the provisions of this Agreement were not in effect and shall distribute according to the estate plan of the deceased spouse.

Execution of Other Instruments

Each Party agrees 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.

Applicable Law

Washington law will govern all matters pertaining to the validity, construction, interpretation, and effect of this agreement.

Representation by Counsel

Bruce R. Cook and Helen M. Cook have consented to joint representation by LAW OFFICES DAROL TUTTLE, ATTORNEY AT LAW, PSC 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 has been encouraged to obtain independent counsel to advise him or her concerning this agreement and each has knowingly waived the right to separate counsel.

Severability

If a court of competent jurisdiction determines that any provision or part of a provision of this agreement is void or unenforceable, the remainder of the agreement will remain valid and enforceable.

We execute and accept this Community Property Agreement on this date of October 5, 2018.

Bruce Cook

Bruce R. Cook, husband

Helen Cook

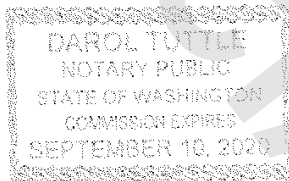
Helen M. Cook, wife

STATE OF WASHINGTON)
)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Bruce R. Cook and Helen M. Cook are the persons who appeared before me and said persons acknowledged that they each signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 5, 2018

[Seal]



A handwritten signature of Darol Tuttle in black ink, written over a horizontal line.

Darol Tuttle
Notary Public for the State of
Washington
Residing at
1201 Pacific Ave., Suite 600
Tacoma, WA 98402
My commission expires 9/10/2020