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Skagit County Auditor

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After recording return to:
MARK A. YOUNGREN
16769 Country Club Drive, Unit B
Burlington, WA. 98233

YOUNGREN FAMILY TRUST AGREEMENT

Summary for Recorder's Use:

1. **Reference Number** of documents being assigned or released: Not applicable.
2. **Grantors (Trustors):**
 1. EVOY, CECIL
 2. EVOY, SUSAN L.
 3. YOUNGREN, JERRY W.
 4. YOUNGREN, MARK A.
3. **Grantees (Beneficiaries):**
 1. EVOY, CECIL
 2. EVOY, SUSAN L.
 3. YOUNGREN, MARK A.
 4. YOUNGREN, JERRY W.
 5. STICKLAND, MELVIN D.
4. **Legal Description:** Lot 23, Country Club Estates, according to the Plat thereof recorded in Volume 11 of Plats, pages 5 and 6, records of Skagit County, Washington.
5. **Assessor's Property Tax Parcel Account Number:** 4220-000-023-0009.

THIS TRUST AGREEMENT (hereinafter referred to as "Trust" or "Trust Agreement") IS ENTERED INTO AS OF THE 17 DAY OF OCTOBER, 2005, AND ESTABLISHED BY AND AMONG: CECIL EVOY and SUSAN L. EVOY, husband and wife; JERRY W. YOUNGREN, a single person; and MARK A. YOUNGREN, a single man. Hereinafter, these four persons will also collectively be referred to as "trustors", or individually, in generic form, as "trustor".

At or about the time of the execution of this Trust, SUSAN EVOY and CECIL EVOY, and JERRY YOUNGREN, have conveyed to the trustees identified herein, for the trust

purposes established herein, real property located at 16769 Country Club Drive, Burlington, Skagit County, Washington 98233, consisting of two residential duplexes, Unit A and Unit B, hereinafter referred to simply as "Property", and legally described as follows:

Lot 23, Country Club Estates, according to Plat thereof recorded in Volume 11 of Plats, pages 5 and 6, records of Skagit County, Washington;

TOGETHER WITH AND SUBJECT TO: All encumbrances, easements, assessments, reservations, covenants, conditions, and restrictions on record.

Tax Parcel #4220-000-023-0009.

The general purpose of this Trust is to establish and maintain an orderly method of management, ownership, and possession, regarding the Property to the end that it may benefit this Trust's beneficiaries during their joint lives, and at the Trust's termination, have the sale proceeds from the Property distributed in one-third equal shares to each of : SUSAN and CECIL EVOY, or their designated beneficiaries; JERRY YOUNGREN, or his designated beneficiaries; and MARK YOUNGREN, or his designated beneficiaries.

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and promises of the trustors hereinafter set forth, they agree as follows:

1. **Name of Trust / Irrevocable Trust**. The name of this Trust shall be commonly known as the "YOUNGREN FAMILY TRUST Dated 10/17/05 .

This trust shall be irrevocable.

2. **Trustees / Waiver of Bond/ Decisions by Simple Majority**. The trustees of this trust shall be all the trustors, namely, CECIL EVOY, SUSAN L. EVOY, JERRY W. YOUNGREN, and MARK A. YOUNGREN. If any trustee shall ever fail or cease to act as such

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for any reason, then and in such event, the remaining trustees (or trustee if only one remains) shall have the right to continue serving hereunder without the necessity that an additional trustee be appointed to replace the trustee(s) who fails or ceases to serve.

Each trustee shall each have the right to serve without the necessity of posting a bond of any kind to insure his or her faithful performance under the terms hereof.

In order to make decisions under this trust, from time to time, all trustees then serving hereunder must agree on the decision(s) to be made or action(s) to be taken. The terms of all such decisions reached or actions to be taken shall be placed in writing, dated, and signed by all trustees who are then serving as such.

3. Beneficiaries. The beneficiaries of this Trust, during its existence, shall be SUSAN EVOY, CECIL EVOY, JERRY YOUNGREN, MARK YOUNGREN, and MELVIN STRICKLAND, according to the terms of this Trust. When the term "beneficiary" or "beneficiaries" are used herein, it shall refer to these persons individually or collectively as appropriate.

4. Property Expenses. Presently, SUSAN EVOY and CECIL EVOY reside in Unit A of the Property; and JERRY YOUNGREN, MARK YOUNGREN, and MELVIN STRICKLAND, reside in Unit B.

A. Unit A Expenses. SUSAN EVOY and/or CECIL EVOY shall be responsible, on a timely basis: for payment of all casualty, fire, and earthquake insurance regarding Unit A; for all decisions regarding the interior of Unit A; and for all upkeep, maintenance, and improvements, concerning the interior of Unit A.



AS *AS*

B. Unit B Expenses. JERRY YOUNGREN and MARK YOUNGREN shall be responsible, on a timely basis: for payment of all casualty, fire, and earthquake insurance regarding Unit B; for all decisions regarding the interior of Unit B; and for all upkeep, maintenance, and improvements, concerning the interior of Unit B.

C. Expenses to be Shared on a One-Third Basis. All other expenses regarding the Property of every kind and nature, including without limiting the generality of the foregoing, real property taxes, exterior building maintenance, repairs, and improvements, and yard upkeep, shall be shared equally, on a one-third basis, by each of: SUSAN and CECIL EVOY; JERRY YOUNGREN; and MARK YOUNGREN.

The foregoing expenses shall be the responsibility of the parties to whom they are assigned in this section, even if such party(s) move away from the Property or die.

5. Trustees' Duties & Benefits. During the term of this Trust, except as otherwise stated in this Agreement to the contrary, the trustees, through unanimous agreement of all trustees, shall:

A. be empowered to make all decisions of every kind and nature regarding management and the eventual sale of the Property;

B. be obligated to collect all Trust Property income, if any, pay all just and necessary Trust Property debts according to the provisions of section 4 hereof, and determine what Trust Property expenses are proper to incur in order to maintain the Trust Property in a good, safe, and debt free condition;



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C. not to charge the Trust a fee for their services as such, but a trustee shall be entitled to recover from the Trust his or her reasonable out-of-pocket expenses incurred in serving as trustee, after said expense(s) is/are first approved by the other trustees, which approval shall not be unreasonably withheld;

D. in investing, reinvesting, managing, and eventually selling the Trust Property, according to their duties as set forth herein, the trustees shall exercise the judgment and care under the circumstances then prevailing, which men and women of prudence, discretion, and intelligence exercise in the management of their own affairs, and not in regard to speculation;

E. each be obligated to fully cooperate at all reasonable times with all other trustees named herein so the terms and intent of this Agreement may be fully implemented;

F. be authorized, at the time Trust Property is sold, to determine all sale terms, engage in and determine all sale negotiations, and execute all sale documentation of every kind and nature, including without limiting the generality of the foregoing, the listing agreement, the purchase and sale agreement, all addendums and changes to the purchase and sale agreement, all closing documents of every kind and nature including the deed, and all post closing documentation of every kind and nature dealing with the sale and post sale matters.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, when the Trust Property is sold, the trustees or successor trustee as the case may be, shall make every reasonable effort to sell the property at its then fair market value.



6. General Trustee Powers. The trustees are hereby provided with the broadest powers possible under the law to manage, interpret, and make decisions under this Trust in accordance with the terms of this Trust. The trustees shall manage this Trust in their discretion according to the terms and guidelines established herein. They shall have the right to resolve any issues or disputes, with or among the beneficiaries, dealing with the Trust Property, or the management of the Trust Property, in their sole discretion, even if such issues are not specifically covered by the terms of this Agreement.

7. Trust Payments to Beneficiaries. The terms of this section shall apply only in the event either Unit of the Property is turned into income producing property according to the provisions of this Trust and only after all living Trust beneficiaries have first unanimously agreed to the terms of any rental.

Within ninety (90) days from the conclusion of each year, after first withholding sufficient Trust funds to pay unsatisfied Trust expenses that are the obligation of the Unit being rented that are anticipated for that year, and after withholding a reasonable amount to meet short term expenses and unexpected future expenses for the new year that are the obligation of that Unit, the trustees shall pay the net income generated from the Unit to those trustors or surviving trustor(s) who are/is entitled to reside in that Unit. Provided, however, if both SUSAN EVOY and CECIL EVOY are deceased, any net income due them from Unit A shall instead be paid equally to those of their three children who are then living; and if both JERRY YOUNGREN and MARK YOUNGREN are deceased, any net income due them from Unit B, shall be paid to



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MELVIN STRICKLAND, if living, and if he is not living, then equally to the beneficiaries of JERRY YOUNGREN and MARK YOUNGREN who are then living, as hereinafter identified.

8. Agents and Attorneys. The trustees shall have the right to employ such agents and attorneys as the trustees may deem necessary or advisable for the proper administration of the Trust, or in connection with any uncertainty, controversy or litigation which may arise hereunder, and pay reasonable compensation to such agents and attorneys for their services. Payment for such services/expenses shall be allocated as set forth in section 4.C. hereof.

9. Good faith acts of trustees. Each and every action taken in good faith by the trustees in the exercise of any power, authority, judgment or discretion conferred upon the trustee hereunder shall be conclusive and binding upon all persons interested in the Trust Property.

10. Saving clause. The provisions of this Agreement shall be governed by the laws of the State of Washington. Any provision which is prohibited by law or is unenforceable shall be inoperative and all of the remaining provisions shall, nevertheless, be carried into effect.

11. Spendthrift provisions. Neither the income nor the principal of this Trust shall be alienable by any beneficiary, either by assignment or by any other method, and the same shall not be subject to be taken by his or her creditors or by any representative thereof, by any process whatsoever, including, but not limited to proceedings in bankruptcy.

12. Successor Trustee. If all trustees named herein shall fail or cease to act as such for whatever reason, then and in that event, SCOTT T. EVOY shall assume all trustee duties and rights hereunder, and shall not be required to post a bond to insure his faithful

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performance as trustee. If SCOTT T. EVOY shall ever cease to act as trustee for whatever reason, he shall have the right to determine who his successor trustee hereunder shall be, and what additional restrictions, if any, shall be placed on that replacement trustee.

13. Sale of Trust Property. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, the Trust Property shall only be sold when: all beneficiaries then living, agree in writing, that the Trust Property shall be sold; or at the time all beneficiaries shall be deceased.

14. Death of a Beneficiary. SUSAN EVOY and CECIL EVOY (as to an undivided one-third interest), and JERRY YOUNGREN, and MARK YOUNGREN, each have an equal one-third undivided beneficial interest, in the Property according to the terms of this Trust during their respective lives.

When SUSAN EVOY and CECIL EVOY are both deceased, their full and complete interest in the Trust Property shall pass in equal shares to their three children, namely, SCOTT T. EVOY, SHELLY S. EVOY and ROGER M. EVOY; and if any of these three children fail to survive SUSAN and CECIL, the interest of a deceased child shall pass in equal shares to his or her children who are living at the time of this Trust's termination.

When JERRY YOUNGREN dies, his full and complete interest in the Trust Property shall pass in equal shares to his three children, namely, SARAH B. BODINE, TROY E. YOUNGREN and COREY P. YOUNGREN. And if any of his children shall fail to survive him, the interest that would otherwise have passed to a deceased child shall instead pass in equal shares to the children of a deceased child who are living at the time of this Trust's termination.



When MARK YOUNGREN dies, his full and complete interest in the Trust Property shall pass to MELVIN STRICKLAND for life; and at MELVIN STRICKLAND'S death, it shall pass to the following individuals in the following percentages: a 26% interest to SCOTT T. EVOY; a 22% interest to SHELLY S. EVOY; a 22% interest to ROGER M. EVOY; a 10% interest to TROY E. YOUNGREN; a 10% interest to COREY P. YOUNGREN; and a 10% interest to SARAH B. BODINE. PROVIDED, if any of these six recipients shall fail to be alive at the time of this Trust's termination, the share of a deceased recipient shall be equally divided among those of the six recipients who are living at that time.

The designated recipients of the trustors shall have no possessory, ownership, or management rights (except for MELVIN STRICKLAND'S possessory rights as herein set forth) of any kind or nature regarding the Property (including Unit A and/or Unit B thereof).

15. Restriction on Sale or Rental of Property. Until the final living beneficiary shall have died, the Property shall not be sold or rented or occupied by any third party whomsoever who is not a beneficiary, except by the unanimous written agreement of all beneficiaries who are then living.

16. Inability of Spouse Not Named Herein to Acquire a Trust Interest. Hereafter, if a beneficiary marries and then the beneficiary dies, the beneficiary's said surviving spouse shall have no ownership, beneficial, management, or possessory rights, in the Property, or either unit component of the Property, whatsoever or under any circumstances.

17. Decision Making Process Regarding Unit A. While SUSAN EVOY and/or CECIL EVOY are alive, they, (or he or she as the case may be), shall have the right to make all



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decisions regarding Unit A of the Property, so long as such decisions are not in violation of the specific terms of this Trust Agreement. When they are both deceased, all decisions regarding the management and possession of Unit A of the Property shall be made by the remaining trustee(s), or alternate trustee named herein if he is then serving, in accordance with the terms of this Trust Agreement.

18. Decision Making Process Regarding Unit B. While JERRY YOUNGREN, and/or MARK YOUNGREN, and/or MELVIN STRICKLAND are alive, they, (or the survivors of them as the case may be), shall have the right to make all decisions regarding Unit B of the Property so long as such decisions are not in violation of the specific terms of this Trust Agreement. When these three individuals are all deceased, all decisions regarding the management and possession of Unit B of the Property shall be made by the remaining trustee(s), or alternate trustee named herein if he is then serving, in accordance with the terms of this Trust Agreement.

19. Termination of Trust. When the Property is sold pursuant to the terms of hereof, and all Trust expenses have been paid, this Trust shall terminate with the net proceeds received therefrom being remitted in one-third equal shares to: SUSAN EVOY and CECIL EVOY, or the survivor of them, or if they are both deceased, to their beneficiaries as set forth herein; JERRY YOUNGREN, or to his beneficiaries as set forth herein if he is deceased; and MARK YOUNGREN, or to his beneficiaries as set forth herein if he is deceased.

20. Complete Agreement. All terms of this Trust are contained herein. There are no other verbal understandings or writings which shall affect the terms hereof.



A handwritten signature in black ink, appearing to be 'S. E. Voy' or similar, written in a cursive style.

21. Voluntary Execution. Each party signing this Agreement acknowledges and represents he or she has read this Agreement and understands the terms hereof, or has had them adequately explained to him or her, and that each is signing this Agreement of his or her own free will without pressure being applied from others to sign the same. Each further agrees to abide by and be bound by the terms hereof as they relate to him or her.

IN WITNESS WHEREOF, we have freely signed this document as of the date appearing by each of our signatures.

TRUSTORS / BENEFICIARIES / TRUSTEES

Susan L. Evoy
SUSAN L. EVOY, Trustor, Trustee & Beneficiary

DATE: 10-07-05

Cecil Evoy
CECIL EVOY, Trustor, Trustee & Beneficiary

DATE: 10-07-05

Jerry W. Youngren
JERRY W. YOUNGREN, Trustor, Trustee & Beneficiary

DATE: 9/21/05

Mark A. Youngren
MARK A. YOUNGREN, Trustor, Beneficiary & Trustee

DATE: 10/17/05

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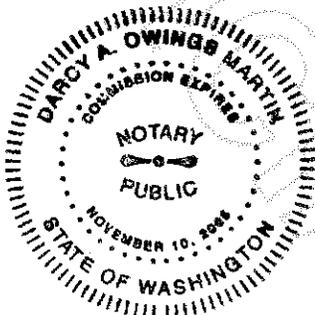
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STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that **MARK A. YOUNGREN** is the person who appeared before me and said person acknowledged he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-17-05



Darcy A. Owings Martin

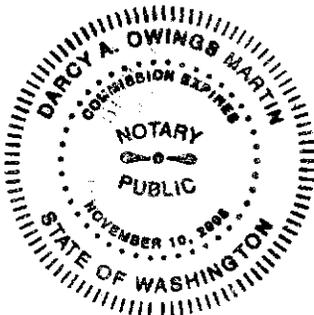
Print Name: Darcy A. Owings Martin
NOTARY PUBLIC in and for the State of
Washington, residing in Burlington

My Commission Expires: 11-10-05

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that **MELVIN D. STRICKLAND** is the person who appeared before me and said person acknowledged he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-17-05



Darcy A. Owings Martin

Print Name: Darcy A. Owings Martin
NOTARY PUBLIC in and for the State of
Washington, residing in Burlington

My Commission Expires: 11-10-05

client: Youngren; Trust Agreement.wpd

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