



201106150027

Skagit County Auditor

6/15/2011 Page

1 of 23 8:45AM

NO PROBATE COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

LILA LONG, being first duly sworn, on oath deposes and says:

That she is a resident of La Conner, Skagit County, Washington. That Luke O. Long was her husband. That he died a resident in La Conner, Skagit County, Washington on May 9, 2011. A copy of the death certificate is attached hereto. Luke O. Long died leaving property in Skagit County all of which was the community property of affiant and decedent.

That at the time of death of Luke O. Long, there was in full force and effect a Community Property Agreement executed by affiant and decedent which a copy of the Community Property Agreement is attached.

That there are no unpaid creditors of said decedent or of the former marital community nor unpaid funeral expenses, or last illness except as follows:
None.

That the decedent's estate is not being probated. A copy of the Will is attached.

That the decedent did not receive any medical assistance paid for or provided by the Washington State Department of Social and Health Services (DSHS) and/or Medicaid including nursing facility services, home or community-based services, hospital, prescription drugs or any other services

That the property owned by affiant and Luke O. Long consisted of the following:

REAL ESTATE

1. STREET: 814 Shoshone Drive, La Conner, Washington
TAX ID: P129472/5100-005-814-0000
LEGAL: SHELTER BAY, BLOCK 5, LOT 814

PERSONAL PROPERTY

1. Household furniture valued at \$500.00
2. Motor vehicles valued at \$500.00
3. Bank accounts and cash valued at \$300.00

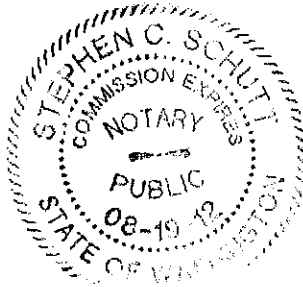
That the total value of all of the property owned by decedent and affiant, in which decedent owned a community one-half interest, was less than \$500,000.00, and considerably less than that which would necessitate estate tax reporting to the federal government, and that there is no estate tax owing on account of decedent's death.

This affidavit is made to induce any and all title insurance companies to issue a policy of title insurance on real property passing to the surviving spouse because it was community property of the deceased which was converted to community property by said community property survivorship agreement or deed identified herein, all in reliance upon the representations set forth herein.

Dated this 3 day of JUNE, 2011.

Lila Long
LILA LONG

SUBSCRIBED AND SWORN TO before me this 3 th day of JUNE, 2011.



Schutt
Notary Public in and for the
State of Washington, residing
at Anacortes, WA.
My appointment expires: 8-20-12



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1. Legal Name (include AKA's if any) First Middle LAST		2. Death Date	
John Oaking Long		May 9, 2011	
3. Sex (M/F)	4a. Age - Last Birthday	4b. Under 1 Year	4c. Under 1 Day
M	87	Months	Days
5. Social Security Number		6. County of Death	
[REDACTED]		Skagit	
7. Birthdate	8a. Birthplace (City, Town, or County)	8b. (State or Foreign Country)	8. Decedent's Education
[REDACTED]	Vancouver, BC	Canada	Bachelor's Degree
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify.		11. Decedent's Race(s)	12. Was Decedent ever in U.S. Armed Forces?
No		Asian	No
13a. Residence: Number and Street (e.g., 824 SE 5th St.) (include Apt. No.)			13b. City or Town
814 Shoshone Drive			La Conner
13c. Residence: County	13d. Tribal Reservation Name (if applicable)	13e. State or Foreign Country	13f. Zip Code + 4
Skagit		Washington	98257
14. Estimated length of time at residence.		15. Marital Status at Time of Death	16. Surviving Spouse's or Domestic Partner's Name (Give name prior to first marriage)
26 Years		Married	Lila (ma) Chow
17. Usual Occupation (Indicate type of work done during most of working life. (do not use terms))		18. Kind of Business/Industry (Do not use Company Name)	
Electrical Engineer		Manufacturing	
19. Father's Name (First, Middle, Last, Suffix)		20. Mother's Name Before First Marriage (First, Middle, Last)	
Pon Paul Schaloung		Jenny Ling	
21. Informant's Name	22. Relationship to Decedent	23. Mailing Address: Number and Street or RFD No.	City or Town State Zip
Lila (ma) Long	Wife	814 Shoshone Drive	La Conner WA 98257
24. Place of Death, if Death Occurred in a Hospital		25. Place of Death, if Death Occurred Somewhere Other than a Hospital	
Inpatient			
26. Facility Name (if not a facility, give number & street or location)		26a. City, Town, or Location of Death	26b. State
Skagit Valley Hospital		Mount Vernon	WA
27. Zip Code		28. Location-City/Town, and State	
98274		Anacortes, Washington	
29. Method of Disposition		30. Place of Final Disposition (Name of cemetery, crematory, other place)	
Cremation		Northwest Crematory	
31. Name and Complete Address of Funeral Facility		32. Date of Disposition	
Evans Funeral Chapel & Crematory, Inc. 1105 32nd Street Anacortes Washington 98221		May 12, 2011	
33. Funeral Director Signature X			
Joseph J. W. Johnson			
34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.			
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. Acute renal failure			
Due to (or as a consequence of):			
b. Chronic renal failure			
Due to (or as a consequence of):			
c.			
Due to (or as a consequence of):			
d.			
35. Other significant conditions contributing to death but not resulting in the underlying causes given above			
Congestive heart failure due to heart valve disease			
36. Autopsy?		37. Were autopsy findings available to complete the Cause of Death?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
38. Manner of Death		39. If female	
<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide		<input type="checkbox"/> Not pregnant within past year	
<input type="checkbox"/> Accident <input type="checkbox"/> Undetermined		<input type="checkbox"/> Not pregnant, but pregnant within 42 days before death	
<input type="checkbox"/> Suicide <input type="checkbox"/> Pending		<input type="checkbox"/> Pregnant at time of death	
		<input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death	
		<input type="checkbox"/> Unknown if pregnant within the past year	
41. Date of Injury (mm/dd/yyyy)		42. Hour of Injury (24hrs)	
43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		44. Injury at Work?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk	
45. Location of Injury: Number & Street		Apt. No.	
City or Town		State	
County		Zip Code + 4	
46. Describe how injury occurred		47. If transportation injury, specify:	
		<input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian	
		<input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)	
48a. Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) and manner stated		48b. Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion death occurred at the time, date, and place, and due to the cause(s) and manner stated.	
X [Signature]		X	
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print)		50. Hour of Death (24hrs)	
Allen H. Boreah, M.D. 912 32nd Street, Suite A Anacortes, WA 98221		1640	
51. Name and Title of Attending Physician if other than Certifier (Type or Print)		52. Date Signed (mm/dd/yyyy)	
		May 11, 2011	
53. Title of Certifier	54. License Number	55. MEX/Coroner File Number	56. Was case referred to MEX/Coroner?
Dr.	MD00037517		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
57. Registrar Signature		58. Date Received (mm/dd/yyyy)	
X			
59. Amendments			



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COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT made this 14 day of March, 2008, between LUKE O. LONG and LILA LONG, husband and wife, both of whom are domiciled in the State of Washington. In consideration of the mutual benefits to be derived and their mutual agreements set forth below, the parties agree as follows:

1. Property Covered: This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both of may have been registered in the name of one or the other or both. If Husband dies and Wife survives, any separate property of Husband which is owned by Husband at the time of his death (except for assets for which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives her, any separate property of Wife which is owned by Wife at the time of her death (except for assets for which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property".

2. Vesting at Death of a Spouse: If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

3. 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 parties, shares or assets thereof, in which event the interest 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 alternate disposition.



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ORIGINAL

4. Automatic Revocation: The provisions of paragraph 2 shall be automatically revoked:

(a) upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or

(b) upon the establishment of a domicile out of the State of Washington by either party; or

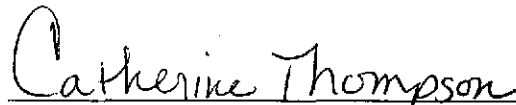
(c) immediately prior to death, if the order of death cannot be ascertained.

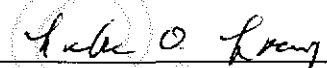
5. Optional Revocation by One Party: If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 3 and each party designates the other as Attorney-in-Fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in Washington signs a statement declaring that the spouse is unable to manage his or her own affairs.

6. Powers of Appointment: This Agreement shall not affect any power of appointment now held by or hereafter given to Wife or Husband or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. Inconsistent Agreement: To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of this inconsistency.


Witness


Witness


LUKE O. LONG


LILA LONG

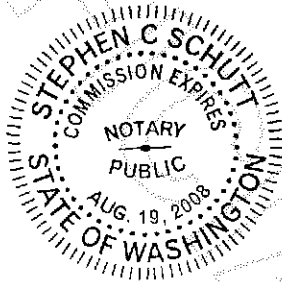
STATE OF WASHINGTON)

:SS

COUNTY OF SKAGIT)

On 14 March, 2008, personally appeared before me LUKE O. LONG and LILA LONG to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on the date first set out above.



Schutt SC
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My commission expires: Aug 08



COPY

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2011 MAY 13 AM 8:58

SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

In Re the Estate of:

LUKE O. LONG,

Deceased.

NO. **11 4 00154 7**

LAST WILL AND TESTAMENT

See attached.

LAST WILL AND TESTAMENT

STEPHEN C.

SCHULT

ATTORNEY AT LAW

WSBA # 14107

P.O. BOX 1032

1011 EIGHTH STREET

ANACORTES,

WASHINGTON 98221

(360) 293-5094

schultatty@yahoo.com



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**LAST WILL AND TESTAMENT
OF
LUKE O. LONG**

I, LUKE O. LONG, a resident of Skagit County, Washington, having attained the age of majority, being of sound and disposing mind and memory, and not acting under any duress, fraud or undue influence, do hereby revoke any of my prior Wills and Codicils and make, publish and declare this to be my Last Will and Testament.

**ARTICLE 1
IDENTIFICATION OF FAMILY**

1.1 At the time I make this Will, I am married to LILA LONG ("my Spouse"). Together we have four and only four children, ELAINE ROBERTA LONG BAKER, KIRSTEN ELIZABETH LONG MILDER, MELODIE DENISE LONG, and APRIL KATHERINE LONG WIESE.

1.2 Except as provided herein, I make no provision for any of my heirs, or persons claiming to be heirs, who may be living at the time of my death, whether known to me or not.

**ARTICLE 2
APPOINTMENT OF PERSONAL REPRESENTATIVE**

2.1 I appoint my Spouse and my daughter, ELAINE ROBERTA LONG BAKER, to serve as co-Personal Representatives under this Will. If either of the foregoing is at any time unable or unwilling to serve as a co-Personal Representative, I

LUKE O. LONG

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appoint my daughter, APRIL KATHERINE LONG WIESE, to serve as a co-Personal Personal Representative in her stead.

2.2 I direct that no bond, surety, or other security shall be required of my Personal Representative in any jurisdiction for any purpose, and that my Personal Representative shall have unrestricted nonintervention powers to settle my estate in the manner set forth in this Will. Furthermore, in carrying out the provisions of this Will and in otherwise administering my estate, my Personal Representative shall have full power, authority, and discretion to do all that may seem necessary or desirable to my Personal Representative in administering my estate, including, without limitation, the authority at any time to make interim distributions of principal to those who are to receive the principal of my estate, and to distribute all or any part of the income from the assets of my estate to or for the use of the beneficiaries of my estate in accordance with their respective interest; provided, that nothing contained in this clause shall require my Personal Representative to make any such interim distribution of principal or income. I further authorize and empower my Personal Representative to conduct, operate, improve, lease, let, sell, mortgage, invest, and reinvest any and all of my estate in the manner and at such times and upon such terms and conditions as, in my Personal Representative's judgment, are for the best interest of my estate, and for such purpose to make, execute and deliver any instruments in writing that may be necessary or proper. My Personal Representative shall be reimbursed for all costs and expenses reasonably incurred in such capacity, and shall also have the right to charge my estate a reasonable fee for services performed, as is customarily charged in the community.

ARTICLE 3

PAYMENT OF DEBTS AND TAXES; SPECIAL INSTRUCTIONS

3.1 I direct that my Personal Representative shall, as soon as practicable after my death, pay all my just debts and obligations of every nature, all taxes that I owe or that are imposed by reason of my death, and the expenses of my last illness, funeral, and cremation or burial; provided, however, that this direction shall not authorize any creditor to require payment of any debt or obligation prior to its normal maturity in due course, nor prohibit my Personal Representative from exercising any legal defense to any such claim. I direct that all my debts, obligations, taxes and expenses, whether secured or unsecured, and whether or not the same would otherwise be payable by my estate or by the recipient of any particular property, shall be paid and discharged by my Personal Representative out of the residue of my estate, with no right of reimbursement from the recipient of any property which does not pass thereunder.

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3.2 I direct that my earthly remains shall be cremated after my death, and my ashes returned to my family.

ARTICLE 4 BEQUEST OF TANGIBLE PERSONAL PROPERTY

I understand that I may choose to dispose of some of my tangible personal property as specified on a separate list I prepare. If I decide to prepare such a list, then the list shall contain the item and the person to whom I wish this item to pass. The list will either be signed by me or will be in my handwriting. If my Spouse survives me, I leave all my tangible personal property to my Spouse, irrespective of any list. However, if my Spouse should fail to survive me, I direct my Personal Representative to distribute the items of tangible personal property, together with any unexpired policies of insurance thereon, as directed in my list. I intend to date the list to help identify it, but the list shall be effective even if I fail to date it.

I understand that the kind of tangible personal property that can be disposed of by this list includes automobiles, boats, airplanes, household goods, furnishings and appliances, silverware, cooking utensils and dishes, paintings, pictures and books, collections, sporting equipment, jewelry, and clothing and personal effects. I further understand that the list may not be used to dispose of interests in real estate, mobile homes, money, bank accounts, securities, or intangible property.

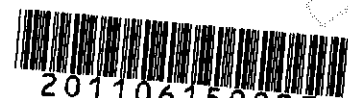
Any items disposed by a list of tangible personal property shall be considered as specific bequests and not part of my residuary estate. Any items of tangible personal property not included on a list of tangible personal property, or allocated to a recipient who fails to survive me (unless my list names a surviving backup recipient) shall be considered as part of my residuary estate.

ARTICLE 5 SPECIFIC BEQUESTS

Except as I may indicate on a list of tangible personal property, as authorized by Article 4, above, I hereby make the following specific bequests of certain tangible personal property. To the extent of any inconsistency between the bequests of this Article 5 and the separate list described in Article 4, the separate list described in Article 4 will prevail, except that the list shall only be enforced if my Spouse fails to survive me.

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5.1 I leave all my tangible personal property to my Spouse, if my Spouse survives me.

5.2 If my Spouse should fail to survive me, I make the following specific bequests of certain tangible personal property in certain locations. This shall not apply to certificates of title, legal tender, or other intangible property, or to the underlying real property or fixtures at the locations indicated:

(a) All the contents of the dining room and Luke's bedroom at my residence to ELAINE ROBERTA LONG BAKER.

(b) All the contents of the playroom known as "Barroom" and Lila's bedroom at my residence to the trustee of the KIRSTEN ELIZABETH LONG MILDER TRUST, for administration pursuant to Article 7, below.

(c) All the contents of the family room and the third bedroom at my residence to MELODIE DENISE LONG.

(d) All the contents of the living room, office, and kitchen at my residence to APRIL KATHERINE LONG WIESE.

ARTICLE 6 RESIDUARY ESTATE

6.1 I leave my entire estate to my Spouse, if my Spouse survives me.

6.2 If my Spouse should fail to survive me, I direct that my estate shall be divided into four equal shares, to be distributed as follows:

(a) one share to ELAINE ROBERTA LONG BAKER. If ELAINE ROBERTA LONG BAKER should fail to survive me, her share shall be distributed to her surviving lineal descendants, by representation, or if there are no such descendants surviving, her share shall be added pro-rata to the shares effectively disposed under this Section 6.2, for distribution as herein provided.

(b) one share to MELODIE DENISE LONG. If MELODIE DENISE LONG should fail to survive me, her share shall be distributed to her surviving lineal descendants, by representation, or if there are no such descendants surviving, her share

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shall be added pro-rata to the shares effectively disposed under this Section 6.2, for distribution as herein provided.

(c) one share to APRIL KATHERINE LONG. If APRIL KATHERINE LONG should fail to survive me, her share shall be distributed to her surviving lineal descendants, by representation, or if there are no such descendants surviving, her share shall be added pro-rata to the shares effectively disposed under this Section 6.2, for distribution as herein provided.

(d) one share to the trustee of the KIRSTEN ELIZABETH LONG Milder TRUST, for administration pursuant to Article 7, below. If KIRSTEN ELIZABETH LONG Milder should fail to survive me, her share shall be distributed to her daughter, JENNIFER ELIZABETH Milder, if surviving, or otherwise her share shall be added pro-rata to the shares effectively disposed under this Section 6.2, for distribution as herein provided. It is my wish that if this share should pass to JENNIFER ELIZABETH Milder that she will share some of it with her sisters, TONYA and KERI, without jeopardizing any public assistance to which they may be entitled, but this expression of my wishes is precatory and not mandatory.

6.3 For purposes of all provisions of this Will, any person other than my Spouse who is not living on the thirtieth (30th) day after my death shall be deemed to have failed to survive me.

ARTICLE 7 KIRSTEN ELIZABETH LONG Milder TRUST

7.1 The primary beneficiary of the KIRSTEN ELIZABETH LONG Milder TRUST is KIRSTEN ELIZABETH LONG Milder, and the primary purpose of the trust is to provide for her well being. It is my intent that this trust shall exist throughout KIRSTEN ELIZABETH LONG Milder's life, and trust assets shall be managed with that goal in mind. The rights and interests of the remainder beneficiaries are secondary to KIRSTEN ELIZABETH LONG Milder's rights and interests.

7.2 The trustee shall have absolute and sole discretion to determine what disbursements of income and principal, if any, shall be made from the trust for KIRSTEN ELIZABETH LONG Milder's benefit. The trustee shall consider any income, support, or property available to the beneficiary from any source, including government assistance programs, before making any discretionary distributions under this trust. The trustee may make or withhold payment from trust income and principal at any time and in

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any amount that the trustee deems appropriate in the exercise of his or her discretion. The exercise by the trustee of this discretion shall be conclusive and binding on all persons and governmental agencies.

(a) If KIRSTEN ELIZABETH LONG MILDER is receiving government benefits based upon need or disability from any local, state, or federal government program, the trustee shall have discretion to supplement those government benefits. The trustee may decide to make only those distributions that would not jeopardize KIRSTEN ELIZABETH LONG MILDER's eligibility for such benefits, or limit the type of assistance available to her. In such circumstances, the trustee may make appropriate distributions of trust assets to obtain more sophisticated medical and/or dental treatment than may otherwise be available to KIRSTEN ELIZABETH LONG MILDER and, if appropriate in the trustee's opinion, to seek private treatment and rehabilitative and educational training. Other appropriate expenditures may include, but should not be limited to, housing or a car (so long as these assets will not disqualify KIRSTEN ELIZABETH LONG MILDER from benefits); clothing and equipment; program of recreation; holidays; transportation and travel; radios; television sets; stereo equipment; computers; legal representation if the circumstances require; and miscellaneous amenities.

(b) The trustee may make distributions to or on behalf of KIRSTEN ELIZABETH LONG MILDER that could temporarily or permanently reduce or eliminate her eligibility for government benefits. Such distributions may be made if, in the exclusive judgment of the trustee, they would maximize KIRSTEN ELIZABETH LONG MILDER's well being. In making such a decision, the trustee shall consider the extent of the funds available in the trust; whether the government benefits to be forfeited are more desirable than not for KIRSTEN ELIZABETH LONG MILDER's well being; and any other factors the trustee considers relevant.

7.3 At KIRSTEN ELIZABETH LONG MILDER's death, the trustee may pay the expenses of her last illness and funeral, and all administrative expenses relating to this trust, including reasonable attorney's and accountant's fees if, in trustee's sole discretion, other satisfactory provisions have not been made for the payment of such expenses. The trust shall terminate and the trustee shall distribute any remaining trust property to JENNIFER ELIZABETH MILDER, if she is surviving at that time. It is my wish that if this share should pass to JENNIFER ELIZABETH MILDER that she will share some of it with her sisters, TONYA and KERI, without jeopardizing any public assistance to which they may be entitled, but this expression of my wishes is precatory and not mandatory. If JENNIFER ELIZABETH MILDER is not then surviving, any remaining



trust property shall pass according to Section 6.2(d), above, as if KIRSTEN ELIZABETH LONG MILDER had failed to survive me. In that event, any beneficiary failing to survive KIRSTEN ELIZABETH LONG MILDER by thirty (30) days shall be deemed to have failed to survive me.

7.4 Notwithstanding anything to the contrary contained in the other provisions of this trust, in the event that the existence of this trust has the effect of rendering the beneficiary ineligible for any program of public benefits deemed necessary to the beneficiary in the sole discretion of the trustee, the trustee is authorized to terminate this trust, and the undistributed balance of the trust estate shall be distributed, free of trust, according to Section 7.3, above, as if KIRSTEN ELIZABETH LONG MILDER had passed away. Upon receipt of said distributions, the distributees may conserve, manage and distribute the proceeds of the former trust estate for the benefit of the beneficiary to insure that she receives sufficient funds for her basic living needs when public assistance benefits are unavailable or insufficient. This request pertaining to the management of the trust proceeds after the termination of the trust is precatory, not mandatory. In determining whether the existence of the trust has the effect of rendering the beneficiary ineligible for any program of public benefits, the trustee is hereby granted full and complete discretion to initiate either administrative or judicial proceedings, or both, for the purpose of determining eligibility, and all costs relating thereto, including reasonable attorney fees, shall be a proper charge to the trust estate.

7.5 In the event the trustee is requested by any department or agency to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication or services that other organizations or agencies are authorized to provide or in the event the trustee is requested by any department or agency administering such benefits to petition the court or any other administrative agency for the release of trust principal or income for this purpose, the trustee may deny such request and may defend, at the expense of the trust estate, any contest of this Article or other attack of any nature. The trustee shall have complete discretion with regard to the defense of any such claim, including the management of all litigation that may result. The trustee also shall be authorized, with complete discretion, to settle, in whole or in part, or to otherwise compromise, any such claim or litigation.

7.6 All public assistance benefits of any beneficiary of any trust provided for in this instrument shall not be commingled with other trust assets but shall be separately held by the trustee. Nothing in this provision shall be construed to require the addition to the trust estate of public assistance benefits received by, or on behalf of, any beneficiary herein.

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7.7 I appoint ELAINE ROBERTA LONG BAKER as Trustee of the KIRSTEN ELIZABETH LONG MILDER TRUST. If ELAINE ROBERTA LONG BAKER is at any time unable or unwilling to act as Trustee, I appoint APRIL KATHERINE LONG WIESE as Trustee.

7.8 If a contingent beneficiary of the KIRSTEN ELIZABETH LONG MILDER TRUST, other than one of my children, has not attained the age of thirty (30) years at the time that he or she may become entitled to a trust distribution, the trustee shall continue to hold the funds to which that beneficiary is entitled, in trust, for the benefit of that beneficiary until he or she reaches the age of thirty (30). The trustee shall have the discretion, at any time, to distribute trust interest or principal for the health, education (including higher education), support, and maintenance of the contingent beneficiary. Upon the contingent beneficiary's thirtieth (30th) birthday, the trustee shall distribute all remaining funds to the contingent beneficiary, free of trust.

ARTICLE 8 TRUST ADMINISTRATION & TRUSTEE POWERS

As to all trusts described in this instrument:

8.1 Despite any other provision of this instrument, each trust created by this instrument shall terminate and be distributed as if it had then terminated in accordance with its terms not later than twenty-one (21) years after the death of the last survivor of my descendents living at my death.

8.2 Any trust income not distributed shall be added to and become part of the principal of the trust. Income accrued or undistributed at the termination of a beneficiary's interest in a trust shall be added to and become part of the principal of that trust, and any rights of that beneficiary to that income shall terminate.

8.3 The trustee shall collect the proceeds of any life insurance policy for which the trustee is the beneficiary, and shall hold those proceeds under the terms of this instrument. Payment to the trustee shall be a full discharge of the insurance company on account of the policy, and the insurance company shall not be responsible for the proper discharge of the trust. The trustee has no duty to begin collection proceedings or litigation to enforce payment of any life insurance policies until reasonable provision has been made to indemnify the trustee for all anticipated expenses and liabilities.

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8.4 Despite any other provision of this instrument, the trustee shall have no power or authority to exercise the trustee's discretion to distribute income or principal to any beneficiary if such distribution would have the effect of satisfying or discharging any support or other legal obligation of the trustee to that beneficiary.

8.5 As to each trust created by this instrument, the trustee shall have all powers conferred on a trustee by Washington law as now existing or later amended. In addition, the trustee shall have the power to:

(a) Manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of part or all of the trust estate in any manner and on any terms the trustee considers beneficial to the trust estate.

(b) Retain any property and continue and operate any business for so long as the trustee considers retention of probable benefits to the trust estate and the trust beneficiaries.

(c) Invest and reinvest the trust estate in common or preferred stocks, bonds, mutual funds, common trust funds, secured and unsecured obligations, mortgages, and other property, real or personal, which the trustee considers advisable and in the best interest of the trust estate, whether or not authorized by law for the investment of trust funds.

(d) Receive reasonable compensation for the trustee's own services and reimbursement for expenses incurred in administering the trust estate.

(e) Advance the trustee's own funds to the trust for any trust purposes at prevailing rates of interest (with any advance to be a lien on the trust estate) and borrow money for those purposes and upon those terms and conditions which the trustee considers to be in the best interest of the trust estate.

(f) Purchase assets at their fair market value (as determined by the trustee) from my probate estate, and make secured or unsecured loans to my probate estate, for any reason the trustee believes will benefit my probate estate.

(g) Make any distribution in any of the following ways to a beneficiary, without liability to the trustee:

(1) Directly to the beneficiary.

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(2) To the beneficiary's guardian or conservator, or to any other fiduciary.

(3) To any person or organization furnishing health care, education, support, or maintenance.

(h) Except as otherwise provided in this instrument, do all acts that might legally be done by an individual in absolute ownership and control of property and which in the trustee's judgment are necessary or desirable for the proper and advantageous management of the trust estate.

8.6 Any trustee may resign the trusteeship at any time. Any resignation shall be in writing and shall become effective only upon written acceptance of the trust by a successor trustee.

8.7 If a trust has no trustee and no successor is named in this instrument, any court having jurisdiction may appoint a professional successor trustee at the request of any person interested in the trust.

8.8 Upon acceptance, a successor trustee shall succeed to all rights, powers, and duties of the trustee. All right, title, and interest in the trust property shall vest in the successor. The prior trustee shall, without warranty, transfer the existing trust property to the successor trustee. A successor trustee shall not have any duty to examine the records or action of any former trustee and shall not be liable for the consequences of any act or failure to act of any former trustee.

8.9 All trusts shall be administered expeditiously, consistent with their terms, free of judicial intervention and without order, approval or other action by any court, subject only to the jurisdiction of a court being invoked by the trustee or other interested parties or as otherwise provided by law.

8.10 No trustee shall be obligated to undertake litigation for collection of any benefits or assets payable by reason of the death of the beneficiary, including, but not limited to, such benefits under life insurance policies, employee benefit plans or other contracts, plans or arrangements providing for payment or transfer at death which are payable directly to the Trustee, unless the Trustee is indemnified to his or her satisfaction against any liability and the expenses of such litigation. Payment of trustee and the receipt of or release by the Trustee shall fully discharge any payor, and no payor need

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inquire into or take notice of the terms of this trust or see to the application of such payment. Notwithstanding anything in this instrument to the contrary, any benefits or assets payable to any trust hereunder shall not be subject to the claims against the estate of the beneficiary nor shall such benefits be subject to the control of the personal representative of the beneficiary nor be included in the property administered as part of the probate estate of the beneficiary.

8.11 The trustee of each trust shall render periodic accountings to the trust's primary beneficiary, showing all of the receipts, disbursements, and distributions during the period, and assets then held as the principal of the trust estate. This accounting shall be prepared at least annually. The trustee shall hold the books open to any remainder beneficiary upon request.

8.12 No trustee shall be required to post any sort of bond or surety while administering the trust.

8.13 No interest in the principal or income of any trust described herein shall be anticipated, assigned, or encumbered, or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary. Furthermore, it is my intent that no part of the corpus hereof, nor principal or undistributed income, shall be subject to the claims of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public entity, office, department or agency of any state, or of the United States or any other governmental agency. In addition, no beneficiary shall have any right to anticipate, sell, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of the trust estate nor shall any part of the trust estate including income, be liable for the debts or obligations, including alimony, of any beneficiary or be subject to attachment garnishment, execution, creditor's bill or other legal or equitable process.

ARTICLE 9 MUTUAL WILL WITH SPOUSE

9.1 My Spouse and I have simultaneously executed Wills on this date, making provision for each other and for our issue. In consideration of the provision made for me by my Spouse, I agree that I will not, without first obtaining my Spouse's written consent, execute a new Will or a Codicil to this Will at any point in the future that has the effect of reducing the shares for my Spouse or any of our children at my death. Provided, however, that either of us may make or amend a tangible personal property list without the other's consent, and such list shall be honored, so long as such list does not purport to

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leave any item to a person other than the list maker's Spouse, unless the list maker's Spouse is the first to die.

9.2 Any new Will or Codicil executed by me without first obtaining my Spouse's written consent shall be void to the extent that it reduces the shares for my Spouse or any of our children at my death.

9.3 The provisions of this Article shall be binding now and upon the survivor of my Spouse and me in the future. In the event that my Spouse predeceases me without releasing me from any obligations set forth in this Article, I agree to remain contractually obligated to refrain from executing a new Will that would reduce the shares for any of our children.

9.4 If our marriage should be ended by marital dissolution, this Article 9 shall become void upon the entry of the decree of dissolution.

ARTICLE 10 ANTI-CONTEST PROVISION

If any person shall contest the probate or validity of this Will or any of its provisions or shall institute or join in (except as a party defendant) any proceeding to contest the validity of this Will or to prevent any of its provisions from being carried out in accordance with its terms, then all the benefits provided for such beneficiary are revoked and such benefits shall be distributed as if such beneficiary failed to survive me. Each benefit conferred in this Will is made on the condition precedent that the beneficiary shall accept and agree to all of the provisions of this Will, and the provisions of this Article are an essential part of each and every benefit.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 All references to children or descendants shall include children legally adopted prior to my death.

11.2 Definitions of terms in my Will shall be as defined in the Washington Probate Code in effect on the date of this Will.

11.3 Any provision herein that is prohibited by law or unenforceable shall be inoperative, but all remaining provisions shall, nevertheless, be carried into effect.

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IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of

Sept, 2009.

Luke O. Long
LUKE O. LONG

SUBSCRIPTION OF WITNESSES:

Shelly Ewing

Shelly Ewing

to be

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ATTESTATION CLAUSE AND AFFIDAVIT OF SUBSCRIBING WITNESSES

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) : ss

The undersigned, competent to testify, being first duly sworn, upon oath, depose and say:

That the foregoing instrument to which this Affidavit is attached, consisting of 14 pages, of which this is the final page, dated the 23 day of Sept, 2009, which purports to be the Last Will and Testament of the above named Testator, was executed by the Testator at Anacortes, Washington, in the presence of myself and the other witness.

The Testator thereupon published the instrument as and declared it to be the Testator's Last Will and Testament and requested us to sign the same as witnesses and to execute this Affidavit in proof of that Will.

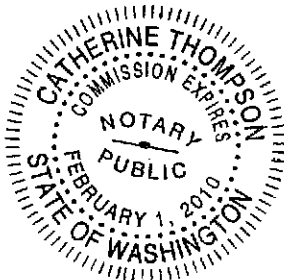
In the presence of the Testator and at the Testator's request and direction, and in the presence of each other, the other witness and I subscribed our names as witnesses hereto.

At the time of executing said instrument the Testator, the other witness and I were all of legal age, the other witness and I were competent to act as witnesses, and the Testator appeared to be of sound and disposing mind and not acting under duress, menace, fraud, undue influence or misrepresentation.

[Signature]
Witness Signature
Printed Name: Stephen Schutt
Address: Anacortes

[Signature]
Witness Signature
Printed Name: Shelly L. Ewing
Address: Anacortes, WA

SUBSCRIBED AND SWORN (or affirmed) to before me this 23 day of Sept, 2009.



Catherine Thompson
Notary Public in and for the State of
Washington, residing at Anacortes
My appointment expires 2-1-10

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STEPHEN C. SCHUTT

ATTORNEY AT LAW

P.O. Box 1032
1011 EIGHTH STREET
ANACORTES, WASHINGTON 98221

TELEPHONE (360) 293-5094
FAX (360) 299-0416
SCHUTTATTY@YAHOO.COM

May 13, 2011

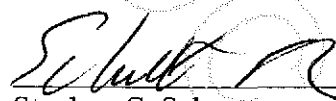
Dept. Social and Health Services
Office of Financial Recovery
Attn: Estate Recovery Unit
PO Box 9501
Olympia, Washington 98507-9501

Re: Estate of: Luke O. Long
Date of Birth: [REDACTED]
Date of Death: May 9, 2011
SSN:

There will be no probate of the estate of Luke O. Long. The estate is solvent.

The Administrator is Lila Long. She can be reached at:

c/o Stephen C. Schutt
Attorney at Law
P.O. Box 1032
Anacortes, WA 98221



Stephen C. Schutt
Attorney



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DECLARATION OF MAILING

The undersigned being first duly sworn upon oath, deposes and says:

That on the 3 day of June 2011, she caused to be deposited in the United States mail at Anacortes, Washington, postage prepaid, the letter to which this is attached addressed to the following:

Department of Social & Health Services, Estate Recovery Unit, P.O. Box
9501, Olympia, WA 98507-9501

Under penalty of perjury I declare the foregoing to be a true, accurate, and correct statement to the best of my knowledge and belief.

DATED this 2 day of JUN 2011.

Catherine Thompson
Catherine Thompson, Secretary



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