

UNOFFICIAL

Document Title: Agreement to Resolve Issues Related to  
Administration of Trust Under RCW 11.46A, 220  
Reference Number:

201703130058, 201703130059, and 201703130060

Grantor(s): ☐ additional grantor names on page \_\_\_\_

1. Timothy C. Robinson Revocable Living Trust dtd 11/2/99,  
Hal Beckins as Successor Trustee
- 2.

Grantee(s): ☒ additional grantee names on page 2

1. Kari Hansen, a married person, as her separate property,  
as to an undivided one third (1/3) interest
2. Rosalyn Francis, a single person as to an undivided  
one-third (1/3) interest

Abbreviated legal description: ☐ full legal on page(s) \_\_\_\_

AGATE COVE ISLANDS IN FR OF & TRACT 4,  
ACCORDING TO PLAT THEREOF RECORDED, RECORDS  
OF SKAGIT COUNTY, WASHINGTON  
Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page \_\_\_\_

3854-000-004-0007

I, Deanne Minor, am hereby requesting an emergency non-  
standard recording for an additional fee provided in RCW 36.18.010. I understand that the  
recording processing requirements may cover up or otherwise obscure some part of the  
text of the original document. Recording fee is \$73.00 for the first page, \$1.00 per page  
thereafter per document. In addition to the standard fee, an emergency recording fee of  
\$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Deanne Minor

Dated

3-16-17

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**Grantee**

Richard Hansen, a married person, as his separate property, as to an undivided one-third (1/3) interest.

In Re the Estate of

No.

**AGREEMENT TO RESOLVE ISSUES  
RELATED TO ADMINISTRATION OF  
TRUST UNDER RCW 11.96A.220**

ORIGINAL

1 December 17, 2015. The Timothy C. Rosenhan Revocable Trust, under agreement dated November 2,  
2 1999 (the "RLT") is the sole beneficiary of the probate estate.

3 1.2. Upon probate of the Will, HAROLD BROOKINS was duly appointed as Personal  
4 Representative of the estate. Mr. Brookins is also the Successor Trustee of the RLT.

5 1.3. Pursuant to Section 7.2 of the RLT Agreement, as amended on the 15<sup>th</sup> day of October,  
6 2003, the Decedent provided, among other things, that the Guemes Property be held, following his  
7 death, in the RESIDENCE TRUST by HAL BROOKINS as Trustee for the enjoyment and benefit of  
8 KARI HANSON and ROSALYN FRANCIS (f/k/a ROSALYN OSBORNE) ("Kari and Tweetie") for  
9 a period terminating on the earlier of (a) the year 2020; or (b) upon the failure of Kari and Tweetie to  
10 fulfill their responsibility to preserve and maintain the Guemes Property if the Trustee is unable to do  
11 so utilizing other assets of the RLT. Upon termination of the RESIDENCE TRUST, HAL BROOKINS  
12 is directed by Section 7.2 of the RLT Agreement to distribute the remaining balance of the  
13 RESIDENCE TRUST in equal shares to Kari and Tweetie as the surviving lineal descendants of  
14 KRISTI J. FRANCIS, deceased, per stirpes.

15 1.4. While alive, Decedent took out equity lines of credit from Bank of America, NA and  
16 Key Bank, NA respectively that he secured with the Guemes Property ("the Loans"). These Loans were  
17 taken out by Decedent to raise working capital for his corporation INNOVA Group, Inc., a Washington  
18 corporation ("INNOVA"). He either contributed the Loan proceeds or loaned them to INNOVA and  
19 they were expended on ordinary and necessary business expenses of INNOVA. One of the Loans was  
20 also co-signed by HAL BROOKINS in his individual capacity. The Loans are currently interest only  
21 payment obligations of the Decedent's estate and their combined outstanding balance is approximately  
22 \$200,000.00. The testamentary trust lacks sufficient other assets with which to pay down the balance  
23

1 of the Loans. If Kari and Tweetie are unable to finance the paydown of the Loans HAL BROOKINS  
2 intends to avoid foreclosure by selling the Guemes Property to preserve its equity for the benefit of  
3 Kari and Tweetie.

4 1.5. To preserve the equity in the Guemes Property for Kari and Tweetie by avoiding lender  
5 foreclosure, the Parties to this TEDRA Agreement wish to enter into a binding agreement that releases  
6 and indemnifies HAL BROOKINS, as Trustee of the RESIDENCE TRUST, from and with respect to  
7 his obligation under the RLT Agreement to hold the Guemes Property in the RESIDENCE TRUST.

8 1.6. The Parties had previously anticipated entering into a two step process, whereby HAL  
9 BROOKINS would make an in-kind distribution of the Guemes Property to Kari and Tweetie in equal  
10 shares as their separate property, and that upon recording of a Bargain and Sale Deed from HAL  
11 BROOKINS as Trustee to Kari and Tweetie individually, as tenants in common in equal shares as their  
12 separate property, Kari would forthwith and voluntarily execute and record a Quitclaim Deed  
13 characterizing her undivided interest in the Guemes Property as community property with her husband,  
14 RICHARD HANSON: and that as soon as possible thereafter Richard Hanson, either separately or with  
15 Kari Hanson, would obtain a loan to pay off the underlying Loans. The Parties are not going to  
16 proceed with the foregoing two step process because Kari and Tweetie have since determined that this  
17 two-step process would involve a six month delay in obtaining a loan to pay off the underlying Loans.

18 1.7. Instead of the two step process set forth in paragraph 1.6, the Parties agree to undertake  
19 the process set forth in paragraphs 1.8 through 1.12.

20 1.8. The Trustee shall make an in-kind distribution of the Guemes Property to Kari and  
21 Tweetie via Bargain and Sale Deed each as to an undivided one-third interest and to each as separate  
22 property; AND the Trustee shall sell the remaining undivided one-third interest to Richard Hanson,  
23

1 spouse of Kari Hanson, via Bargain and Sale Deed, for the sum of TWO HUNDRED THOUSAND  
2 DOLLARS (\$200,000). The Bargain and Sale Deeds shall be in the form attached to this TEDRA  
3 Agreement as Exhibits A and B, respectively. The purchase price shall be paid per the terms of a  
4 Promissory Note in the form attached as Exhibit C to this TEDRA Agreement and secured by a Deed  
5 of Trust in the form attached as Exhibit D to this TEDRA Agreement.

6 1.9. This transaction shall be closed by counsel for the Trustee to whom is extended the same  
7 indemnification as is extended to the Trustee. Kari and Tweetie understand that the transaction  
8 contemplated by this TEDRA Agreement affects each of them in different ways and that there may be  
9 other means of maintaining ownership in the Guemes Property that could be more advantageous to  
10 either or both of them from a financial standpoint; and they nevertheless enter into this TEDRA  
11 Agreement knowingly and intentionally.

12 1.10. The Parties agree that no title insurance is required. All closing costs for the sale of the  
13 undivided one-third interest to Richard Hanson shall be born initially by Richard Hanson, subject to  
14 possible reallocation as determined amongst Kari, Tweetie, and Richard Hanson separately from this  
15 TEDRA Agreement. Neither the Trustee nor counsel for the Trustee shall have any involvement in or  
16 responsibility for negotiating that possible reallocation of closing costs amongst Kari, Tweetie, and  
17 Richard Hanson.

18 1.11. Richard Hanson accepts conveyance of his undivided one-third interest in the Guemes  
19 Property AS IS and with all defects; and he understands that he is not entitled to receive from the  
20 Trustee a disclosure statement per RCW 64.06 (commonly referred to by the multiple listing services  
21 as a "Form 17").  
22  
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1 1.12. The Parties to this TEDRA Agreement further contemplate that as soon as practicable  
2 thereafter, RICHARD HANSON, either separately or in conjunction with Kari Hanson, will obtain a  
3 loan ("the New Loan"), secured by the Guemes Property, and that the proceeds from the New Loan  
4 shall be immediately applied to completely satisfy and close the Loans currently secured by the Guemes  
5 Property. Upon satisfaction and closure of the Loans currently secured by the Guemes Property, the  
6 obligations of the Parties to each other under this TEDRA Agreement will be fulfilled. Kari and  
7 Tweetie agree that all of the undivided interests of Tweetie and Kari in the Guemes Property, as well  
8 as the undivided interest of Richard Hanson in the Guemes Property, shall be encumbered by the New  
9 Loan that shall be immediately applied to completely satisfy and close the Loans currently secured by  
10 the Guemes Property.

11 1.13. The Parties to this TEDRA Agreement wish to mutually release, waive and indemnify  
12 each other and JOHN J. SULLIVAN from and against any and all claims regarding the conduct of any  
13 Party in connection with not funding the testamentary trust as contemplated by Section 7.2 of the RLT  
14 Agreement, as amended.

15 1.14. After fully considering the benefits and risks of agreeing to resolve the issue  
16 described above in the manner set forth above, each of the Parties was advised that he or she has  
17 every right to seek independent counsel regarding those and any additional or other benefits or risks  
18 involved in resolving the issue in the manner set forth in this TEDRA Agreement. HAROLD  
19 BROOKINS encouraged each of the other Parties to do so. It was explained to the Parties that John J.  
20 Sullivan, WSBA #14548 represents only HAROLD BROOKINS in connection with the negotiation  
21 and preparation of this TEDRA Agreement and is prevented by the ethical rules governing the  
22 practice of law in Washington State from representing any one or more of the other Parties. John J.  
23

1 Sullivan fully advised HAROLD BROOKINS of the risks and benefits of resolving the issue  
2 described above in the manner set forth herein. It was explained to the Parties that Deane W.  
3 Minor, WSBA #12756, represents only RICHARD HANSON AND KARI HANSON in connection  
4 with the negotiation and preparation of this TEDRA Agreement and is prevented by the ethical rules  
5 governing the practice of law in Washington State from representing any one or more of the other  
6 Parties. Deane W. Minor fully advised RICHARD HANSON AND KARI HANSON of the risks and  
7 benefits of resolving the issue described above in the manner set forth herein.

8 1.15. This TEDRA Agreement involves an estate or trust matter as defined in RCW  
9 11.96A.030(2).

10 1.16. The Parties to this TEDRA Agreement desire to utilize the procedures for non-judicial  
11 binding agreements under the laws of the State of Washington to memorialize their agreement  
12 regarding the above-described estate and trust administration issues.

13 1.17. This TEDRA Agreement is being entered into in order to avoid the need for a court  
14 proceeding and to simplify the administration of the estate of the Decedent and the RLT.

## 15 2. AGREEMENT

16 The Parties to this TEDRA Agreement state and agree as follows:

17 2.1. Parties. The individuals set forth below are all the interested Parties as defined in RCW  
18 11.96A.030(5), and herein, all reference to "Party or Parties" shall include the following named  
19 persons:

20 2.1.1. TIMOTHY C. ROSENHAN, deceased, is the Testator of the Will and Grantor  
21 of the RLT and RESIDENCE TRUST.  
22  
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1 2.1.2. HAROLD BROOKINS is the Personal Representative of the above-captioned  
2 estate of the Decedent and Successor Trustee of his RLT. He is also the appointed Trustee of  
3 the RESIDENCE TRUST and a co-signor of one of the two lines of credit currently secured by  
4 the Guemes Property.

5 2.1.3. KARI HANSON and ROSALYN FRANCIS (f/k/a ROSALYN OSBORNE) are  
6 the residuary beneficiaries of the Decedent's RLT and the RESIDENCE TRUST described in  
7 Section 7.2 of the RLT Agreement, as amended. Each virtually represents any of her minor  
8 descendants, as does RICHARD HANSON.

9 2.1.4. RICHARD HANSON is the husband of KARI HANSON.

10 2.1.5. JOHN J. SULLIVAN is counsel only to HAROLD BROOKINS.

11 2.1.6. DEANE W. MINOR is counsel only to KARI HANSON AND RICHARD  
12 HANSON.

13 2.2. To preserve the equity in the Guemes Property for Kari and Tweetie by avoiding lender  
14 foreclosure, the Parties to this TEDRA Agreement hereby agree to release and indemnify HAL  
15 BROOKINS, as Trustee of the RLT and the RESIDENCE TRUST, and his counsel, JOHN J.  
16 SULLIVAN, from and with respect to the Trustee's obligation under the RLT Agreement to hold the  
17 Guemes Property in the RESIDENCE TRUST. The Parties hereby authorize and direct HAL  
18 BROOKINS to carry out the terms of the TEDRA Agreement as set forth in paragraphs 1.8 through  
19 1.12 above, which paragraphs are incorporated by reference herein.

20 2.3. John J. Sullivan is authorized and requested by Harold Brookins, Kari and Tweetie, and  
21 Richard Hanson to consider this TEDRA Agreement as the escrow instructions from the Parties. Any  
22 Amendments to said escrow instructions must be in writing and signed by the parties issuing them.

1 2.4. The Parties hereby agree that immediately following the conveyance of the Guemes  
2 Property to Kari, Tweetie, and Richard Hanson per this TEDRA Agreement, it will be their sole  
3 responsibility to continue to make the interest-only payments on the current Loans secured by the  
4 Guemes Property and to maintain any and all policies of insurance, including, without limitation flood  
5 insurance, required by the current lenders.

6 2.5. The Parties to this TEDRA Agreement hereby mutually release, waive and indemnify  
7 each other and JOHN J. SULLIVAN from and against any and all claims regarding the conduct of any  
8 Party in connection with not funding the RESIDENCE TRUST as contemplated by Section 7.2 of the  
9 RLT Agreement, as amended, including without limitation any obligations under the Loans currently  
10 secured by the Guemes Property.

11 2.6. After fully considering the benefits and risks of agreeing to resolve the issue described  
12 above in the manner set forth above, each of the Parties hereby acknowledges that he or she was advised  
13 that he or she has every right to seek independent counsel regarding those and any additional or other  
14 benefits or risks involved in resolving the issue in the manner set forth in this TEDRA Agreement.  
15 HAROLD BROOKINS encouraged each of the other Parties to do so. It was explained to the Parties  
16 that John J. Sullivan, WSBA #14548 represents only HAROLD BROOKINS in connection with the  
17 negotiation and preparation of this TEDRA Agreement and is prevented by the ethical rules governing  
18 the practice of law in Washington State from representing any one or more of the other Parties. JOHN  
19 J. SULLIVAN fully advised HAROLD BROOKINS of the risks and benefits of resolving the issue  
20 described above in the manner set forth herein.

21 2.7. The Parties hereby agree that a conformed copy of this TEDRA Agreement may be  
22 filed with the King County Superior Court as provided by RCW 11.96A.230 and may be recorded, if  
23

appropriate and desirable, with the Skagit County Auditor. All persons signing this TEDRA Agreement waive the requirement of notice of the filing of this TEDRA Agreement and, therefore, agree that by filing this TEDRA Agreement, its terms will become final and the equivalent of a court order binding on all persons interested in the Trust.

2.8. Miscellaneous.

2.8.1. The substantive laws of the State of Washington shall govern this TEDRA Agreement without reference to any conflicts of laws rules whatsoever.


2.8.2. This TEDRA Agreement may be signed in counterparts, each of which shall constitute a duplicate original. To facilitate execution, duplicate signature pages may be executed by the Parties with the same force and effect as if all of the Parties had signed on the same pages.

2.8.3. This TEDRA Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, assigns, successors in interest, and any others as may claim through them.

2.8.4. The Parties hereby agree to mutually release and hold each other and their officers, directors, owners, agents and attorneys harmless from any and all claims, damages or causes of action of whatsoever nature, whether at law or in equity, that may arise out of the changes to their conduct under the RLT Agreement as set forth in this TEDRA Agreement.

2.8.5. By signing this TEDRA Agreement in the spaces provided below, each individual signatory and each Party hereby represents and warrants that he or she has the authority to enter this TEDRA Agreement on behalf of the entity for which he or she is acting, that the entity is authorized and empowered to enter into this TEDRA Agreement, and that by entering into this TEDRA Agreement no party is violating any term or condition of any other agreement or instrument.

Effective as of the Date Executed by the last person to execute this TEDRA Agreement.

  
HAROLD BROOKINS, Personal Representative of  
the estate of the Decedent and Trustee of the RLT

3/10/17  
Date Executed

KARI HANSON, Residuary Beneficiary of  
the RLT and Beneficiary of the Residence Trust

\_\_\_\_\_  
Date Executed

ROSALYN FRANCIS, Residuary Beneficiary of  
the RLT and Beneficiary of the Residence Trust

\_\_\_\_\_  
Date Executed

RICHARD HANSON, husband of KARI HANSON  
and purchaser of an undivided one-third interest  
in the Guemes Property per this TEDRA Agreement

\_\_\_\_\_  
Date Executed

AGREEMENT TO RESOLVE ISSUES  
RELATED TO ADMINISTRATION OF  
TRUST UNDER RCW 11.96A.220 - 10  
1701306 / 1446.002

**LYONS | SULLIVAN**  
10655 NE 4<sup>TH</sup> STREET, SUITE 704  
BELLEVUE, WASHINGTON 98004  
PH (425) 451-2400

Karl Hanson  
KARL HANSON, Residuary Beneficiary of  
the RLT and Beneficiary of the Residence Trust

3/10/2017  
Date Executed

see attached  
ROSALYN FRANCIS, Residuary Beneficiary of  
the RLT and Beneficiary of the Residence Trust

3/9/17  
Date Executed

Richard Hanson  
RICHARD HANSON, husband of KARL HANSON  
and purchaser of an undivided one-third interest  
in the Guemes Property per this TEDRA Agreement

3/10/2017  
Date Executed

I accept the parties' request that I serve as escrow agent for the closing the transaction contemplated by  
this TEDRA Agreement, and I shall consider this TEDRA Agreement to be my escrow instructions.

Deane W. Minor  
Deane W. Minor

3/10/17  
Date Executed

1  
2  
3  
4 KARI HANSON, Residuary Beneficiary of  
the RLT and Beneficiary of the Residence Trust

\_\_\_\_\_  
Date Executed

5  
6 *Rosalyn Francis*  
7 ROSALYN FRANCIS, Residuary Beneficiary of  
8 the RLT and Beneficiary of the Residence Trust

\_\_\_\_\_  
3/9/2017  
Date Executed

9  
10  
11 RICHARD HANSON, husband of KARI HANSON  
12 and purchaser of an undivided one-third interest  
13 in the Guemes Property per this TEDRA Agreement

\_\_\_\_\_  
Date Executed

14  
15 I accept the parties' request that I serve as escrow agent for the closing the transaction contemplated by  
this TEDRA Agreement, and I shall consider this TEDRA Agreement to be my escrow instructions.

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17  
18 Deane W. Minor

\_\_\_\_\_  
Date Executed

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24 AGREEMENT TO RESOLVE ISSUES  
RELATED TO ADMINISTRATION OF  
TRUST UNDER RCW 11.96A.220 - 11  
25 1701307 / 1446.002 FINAL

LYONS | SULLIVAN  
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