



06/05/2018 03:26 PM Pages: 1 of 22 Fees: \$95.00
Skagit County Auditor

ORIGINAL Page 1

BENNETT & BENNETT • ATTORNEYS AT LAW
400 Dayton, Suite A • Edmonds, Washington 98020 • (425) 776-0139

UNPUBLISHED

THAT the said RICHARD L. JACOBSON and I were married on the 18th day of January, 1976, and that there were no children born of this marriage, however RICHARD L. JACOBSON had three children from a prior marriage namely, THOMAS L. JACOBSON, who is an adult and RANDALL K. JACOBSON and LAWRENCE A. JACOBSON, who both predeceased RICHARD L. JACOBSON, both leaving issue surviving; that there were no other children born of RICHARD L. JACOBSON who are now deceased leaving issue surviving, nor had he ever adopted any children;

THAT RICHARD L. JACOBSON executed his Last Will and Testament on the 25th day of October, 2016, which Will has been filed with the Skagit County Clerk, under Skagit County Cause No. 18-4-00173-29, with a conformed copy of said Last Will and Testament attached hereto as Exhibit B. Since title to the subject community property herein passed to the Affiant, surviving spouse, via operation of law, then it is Affiant's intent not to probate said Will (as it is not required);

THAT RICHARD L. JACOBSON and I entered into a Community Property Agreement on the 4th day of April, 2011, which Agreement has been recorded with the Skagit County Auditor, under Auditor's File No. 201805180099, which is attached hereto as Exhibit C;

THAT, pursuant to the above referenced documentation and pursuant to said Community Property Agreement, I am the sole and rightful heir to the real property described hereinbelow. My name, age, relationship and address is as follows:

NELLE A. JACOBSON, age 74, Surviving Spouse
5941 Saratoga Lane
Anacortes, WA 98221

THAT the expenses of the last illness and funeral and burial of the decedent have been paid, as evidenced by receipts in my possession, or provisions have been made for full payment of any and all future and currently unknown expenses connected therewith;

THAT the decedent had never received from the State of Washington assistance consisting of nursing facility services, home and community-based services, related hospital and prescription drug services, or any other type of medical assistance;

THAT there is no State of Washington Inheritance Tax due as a result of the decedent's death;

THAT there is no Federal Estate tax due as a result of decedent's death;

THAT no probate of the Estate of RICHARD L. JACOBSON has been instituted, nor is such probate contemplated;

THAT all of the real property owned by the decedent at the time of his death, or in which he had an interest was community property, was situated in Skagit County, Washington and is more particularly described as follows:

kb/clients/Jacobson-Richard nonprobate/lack of probate affidavit/5/25/2018

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Parcel "A" (Jacobson Lot 1) of Survey recorded December 8, 2000 as Skagit County Auditor's File Number 200012080150 which Parcel is more fully described as Parcels "A" and "B" below:

Parcel "A":

That portion of Lot 11, Block 281, "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington, described as follows:

Commencing at the Southeast corner of said Lot 11;
thence along the South line of said Lot 11, North 89°32'29"
West, 16.79 feet to the POINT OF BEGINNING;
thence North 9°21'42" East, 6.54 feet;
thence North 80°49'36" West, 44.49 feet;
thence South 9°21'42" West, 13.44 feet;
thence along the South line of said Lot 11, South 89°32'29"
East, 45.54 feet to the POINT OF BEGINNING.

Parcel "B":

Lots 12 through 15, inclusive, Block 281, and Lots 14 and 15, inclusive, Block 282, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington,

TOGETHER WITH that portion of vacated alley in Block 281 adjacent to said Lots 12 through 15, inclusive, and that portion of vacated Lexington Avenue adjacent to and lying between Lots 14 and 15, inclusive, in Block 282,

AND TOGETHER WITH that portion of vacated Grand Avenue (excluding the County Road 50 feet in width) which upon vacation reverted to the ownership of Lots 14 and 15 in said Block 281 by operation of law,

AND ALSO TOGETHER WITH the North ½ of vacated Cullum Street adjoining the South line of Blocks 281 and 282 and lying between the County Road and the second class tidelands.

ALSO unplatted lands East of Lots 14 and 15 in Block 282 and second class tidelands abutting said unplatted lands and abutting the vacated North 35 feet of Cullum Street.

Situate in the County of Skagit, State of Washington.

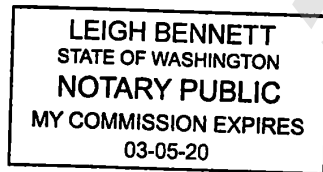
Parcel No.: P73415

kb/clients/Jacobson-Richard nonprobate/lack of probate affidavit/5/25/2018

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Nelle A. Jacobson DATED: 6/1/18
NELLE A. JACOBSON

DATED this 1st day of June, 2018.



Craig Bennett
Notary Public in and for the State of Washington
Residing at Edmonds
My commission expires: 3/5/20

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

EXHIBIT A
CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2018-014084

DATE ISSUED: 03/29/2018
FEE NUMBER:

FIRST AND MIDDLE NAME(S): RICHARD LEIGH
LAST NAME(S): JACOBSON

COUNTY OF DEATH: KING
DATE OF DEATH: MARCH 24, 2018
HOUR OF DEATH: 07:08 PM
SEX: MALE AGE: 86 YEARS
SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITE

BIRTH DATE: [REDACTED]
BIRTHPLACE: SEATTLE, WA

MARITAL STATUS: MARRIED
SPOUSE: NELLE MARTHA AIKEN

OCCUPATION: OWNER/OPERATOR
INDUSTRY: ROCK WALL CONSTRUCTION
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED
US ARMED FORCES: YES

INFORMANT: NELLE JACOBSON
RELATIONSHIP: WIFE
ADDRESS: 5941 SARATOGA LANE, ANACORTES, WA 98221

CAUSE OF DEATH:
A: ACUTE RESPIRATORY FAILURE
INTERVAL: 12 HOURS
B: SEVERE ACUTE PANCREATITIS
INTERVAL: 72 HOURS

C:
INTERVAL:

D:
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: CHRONIC LYMPHOCYTIC
LEUKEMIA, ATRIAL FIBRILLATION WITH RAPID VENTRICULAR RESPONSE,
HYPOCALCEMIA, ACUTE KIDNEY INJURY

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

LOCATION OF INJURY:

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

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOSPITAL
FACILITY OR ADDRESS: VIRGINIA MASON HOSPITAL
CITY, STATE, ZIP: SEATTLE, WASHINGTON 98101

RESIDENCE STREET: 5941 SARATOGA LANE
CITY, STATE, ZIP: ANACORTES, WA 98221
INSIDE CITY LIMITS: NO COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 25 YEARS

FATHER/PARENT: EDGAR ARTHUR JACOBSON
MOTHER/PARENT: PHYLLIS [REDACTED]

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: NORTHWEST CREMATORY

CITY, STATE: ANACORTES, WASHINGTON
DISPOSITION DATE: MARCH 29, 2018

FUNERAL FACILITY: EVANS FUNERAL CHAPEL & CREMATORY, INC.

ADDRESS: 1105 32ND STREET
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221
FUNERAL DIRECTOR: JOHN HAAS

MANNER OF DEATH: NATURAL
AUTOPSY: NO
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE
CAUSE OF DEATH: NOT APPLICABLE
DID TOBACCO USE CONTRIBUTE TO DEATH: NO
PREGNANCY STATUS IF FEMALE: NO RESPONSE

CERTIFIER NAME: THOMAS GUNBY, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 1100 9TH AVENUE
CITY, STATE, ZIP: SEATTLE, WA 98101
DATE SIGNED: MARCH 25, 2018

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

LOCAL DEPUTY REGISTRAR: RUTH ROBERSON
DATE RECEIVED: MARCH 28, 2018

DOH 422-132 (4/18)

NOT VALID IF PHOTOCOPIED OR ALTERED



Affidavit for Correction

201806050069

Mail to: Center for Health Statistics

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Olympia, WA 98504-7814
360-236-4300

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

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Required information must match current information on record

Required	Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)			
	1. Name on Record:	2. Date of Event:	3. Place of Event:	
	4. Father/Parent Full Legal Name (Spouse A for Marriage or Dissolution)	5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution)		
	6. Name of Person Requesting Correction: Relationship to Person on Record: <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital <input type="checkbox"/> Parent(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify)			

7. Return Mailing Address:

Telephone Number:
()

Email Address:

Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record now shows:	The true fact is:
8.	9.
10.	11.
12.	13.
14.	15.

I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct

16a. Signature:	16b. Signature of 2 nd parent (if required):		
Printed name:	Date:	Printed name:	Date:

INSTRUCTIONS – go to www.doh.wa.gov for more information**Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof**

Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Passport
- Green/Permanent Resident card (I-551)

Birth Certificates

1. Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
2. **The proof(s) must match** the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.
3. Documentary proof must be five or more years old or established within five years of birth.

Child under 18

- If legal guardian(s), include certified court order proving guardianship
- Up to age one, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names)*
- After age one, a court order is required to change the last name
- No proof is required to change the first or middle name*
- To correct parent's information, one documentary proof is required.
- To correct the sex of the child, one documentary proof from a medical provider is required

Adult (18 years or older)

- Only the adult can change his or her birth certificate
- If the first or middle name is missing, three pieces of documentary proof are required
- If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required
- To correct parent's birth date, place of birth, or name, one documentary proof is required

*To change any part of the name of a child, **signatures from both parents listed on the certificate are required.** If one parent is deceased, submit a death certificate with request.**This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)****Death Certificates**

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). The informant may change marital status with proof. Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.
2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

1. Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.

DOH 422-034 October 2015



0 1 8 0 3 0 8 1

FILE
SKAGIT COUNTY CLERK
EXHIBIT B SKAGIT COUNTY, WA

2018 MAY 10 PM 3:09

18-4 00173-29

**LAST WILL AND TESTAMENT
OF
RICHARD L. JACOBSON**

I, RICHARD L. JACOBSON, declare this to be my Last Will and Testament, and revoke all prior Wills and Codicils.

**I.
Identification of Family**

A. I hereby state that I am married to: NELLE A. JACOBSON.

B. I have the following adult child by a previous marriage: THOMAS LEIGH JACOBSON. My son, RANDALL KEVIN JACOBSON predeceased me leaving two children, MAKAILA RAE JACOBSON and JARED JACOBSON. My son, LAWRENCE ALAN JACOBSON predeceased me leaving two children, TAYLOR DAIN JACOBSON and MELISSA LEE JACOBSON.

C. I have the following adult step-children: SUZANNE CHALET MACK and CAROLINE LOUISE MASON.

D. The provisions of this Will shall apply to only those persons named in this Will and their descendants.

///

FILE

Initials

II.**Appointment of Personal Representative**

A. I appoint my spouse, NELLE A. JACOBSON, as the Personal Representative of my estate. In the event that my spouse, NELLE A. JACOBSON, shall at any time decline, fail or be unable to act as my Personal Representative, then I appoint CAROLINE LOUISE MASON, as alternate Personal Representative.

B. No bond, surety or other security shall be required of my Personal Representative in any jurisdiction for any purpose. My Personal Representative shall have nonintervention powers to settle my estate in the manner set forth in this Will. Furthermore, my Personal Representative shall have full power, authority and discretion to do all that my Personal Representative thinks necessary or desirable in administering my estate, including the authority to:

1. Make interim distributions of income and principal to those beneficiaries who are to receive the income and the principal of my estate;
2. Sell, lease, exchange, mortgage, pledge or assign all or any part of the property of my estate for any purpose which my Personal Representative thinks is in the best interests of my estate, whether or not it is necessary in order to pay debts, taxes, or expenses of administration;
3. Invest and reinvest property that is not specifically given, in any form of investment that my Personal Representative thinks advisable;
4. Continue to operate any business or business properties in which I have an interest at the time of my death and in so doing, delegate discretionary as well as administrative powers; and
5. Exercise any right to disclaim that I had the right to exercise at the time of my death and any right to disclaim that may arise after my death.

C. If any property would be distributable to a trust beneficiary immediately upon receipt by my Trustee, my Personal Representative may distribute such property directly to the beneficiary.

D. All estate, inheritance and other taxes imposed by reason of my death, including interest and penalties on those taxes, and all expenses incurred in the administration of my estate shall be paid out of the property of my probate estate which remains after any specific bequests have been distributed. This direction shall apply to all estate taxes attributable to all property of my estate even though some property does not pass under my Will or is not part of the residue of my estate.

E. If my Personal Representative is authorized by law to claim all or part of the estate expenses paid as a deduction for income tax purposes and such right is exercised, my Personal Representative is authorized to make such adjustments as deemed equitable between the interests of income beneficiaries and the remaindermen.

III. Distribution of Estate

The "residue of my estate" means all probate estate property which I own at the time of my death and which remains after gifts and bequests, and after payment of claims, expenses, taxes, and other liabilities of my estate.

A. If my spouse, NELLE A. JACOBSON, survives me by thirty (30) days, I give the residue of my estate to her.

B. In the event my spouse does not survive me by thirty (30) days, or is prevented from taking by operation of law, then I give the residue of my estate as follows:

1. One-third (1/3) of the residue of my estate shall be divided equally between THOMAS LEIGH JACOBSON, TAYLOR DAIN JACOBSON, MELISSA LEE JACOBSON, MAKALIA JACOBSON and JARED JACOBSON; and

2. Two-thirds (2/3) of the residue of my estate shall be divided equally between SUZANNE CHALET MACK and CAROLINE LOUISE MASON, or to their issue by right of representation.

C. If any grandchild is under the age of twenty-five (25) years at the time of my death, then the share to be distributed them pursuant to the terms of this Will shall pass to the Trustee named hereafter and held IN TRUST for such grandchild's use and

benefit, and administered pursuant to the terms and provisions of the Grandchildren's Trust created by Article IV below.

IV. Grandchildren's Trust

A. **Creation of Trust.** The Trustee hereafter named shall receive such sums as allocated to this Trust in Article IV(C) above and hold such sums IN TRUST for the use and benefit of my grandchild(ren).

B. **Trustee.** I hereby appoint my son, THOMAS LEIGH JACOBSON, as Trustee of this Grandchildren's Trust. In the event THOMAS LEIGH JACOBSON shall at any time be unable or unwilling to serve as Trustee hereunder, then I appoint CAROLINE LOUISE MASON as alternate Trustee.

C. **Beneficiaries.** Any grandchild who is under the age of twenty-five (25) at the time of my death shall be the sole beneficiaries of this Trust.

D. **Purpose of Trust.** The purpose of this Trust shall be to provide for my grandchildren's health, education, necessities of life, and medical emergencies.

E. **Distribution.**

1. The Trustee shall divide the Trust estate into as many equal shares as there are then living grandchildren under the age of twenty-five (25). The Trusts may be managed jointly or individually in the sole discretion of the Trustee and shall be distributed as hereafter directed.

2. From the income and principal, the Trustee shall make discretionary distributions for the care, maintenance, health and education of the beneficiaries.

3. Distributions shall be made out of net income to the extent available and the balance shall be made out of principal.

4. In determining the amount of distributions, Trustee may consider and give effect to any and all resources and support available to each beneficiary from other sources.

5. In making distributions, the Trustee shall not be required to apportion benefits equally among my beneficiaries, but is to take into consideration

6. their respective ages, health, educational requirements, talents, earning capacity and other circumstances affecting them individually.

7. Notwithstanding the above directions, within the limitations of the funds available, the Trustee is authorized to assist each beneficiary in acquiring a college or trade school and, if desired, a professional education. As used in this Will the term "education" shall mean elementary, high school, technical and preparatory schooling, college, university, graduate school and all other types of general or special educational training, including travel and recreational activities of an educational nature such as study programs, trips to foreign countries and summer camps.

8. The Trustee shall pay to each beneficiary or use for his or her benefit, all of the current net income of that beneficiary's fund, or add it to principal at the sole discretion of the Trustee.

9. Whenever the Trustee determines that the income of any beneficiary, from all sources known to the Trustee, is not sufficient for that beneficiary's care, maintenance, health and education, the Trustee shall pay to that beneficiary or use for his or her benefit, so much of the principal of that beneficiary's fund, as the Trustee determines to be required for those purposes.

10. When a beneficiary reaches the age of TWENTY-FIVE (25) years, the Trustee shall distribute to him or her, one-half (1/2) of the principal and income of that beneficiary's fund, free of trust.

11. When a beneficiary reaches the age of THIRTY (30) years, the Trustee shall distribute to him or her, the remaining principal and income of that beneficiary's fund, free of trust.

F. ***Distribution Upon Death of Beneficiaries.*** Upon the death of a beneficiary before the beneficiary becomes entitled to receive the entire principal of his or her trust, the Trustee shall distribute such deceased beneficiary's trust, or any remaining portion thereof, in equal shares, to or IN TRUST for such deceased

beneficiary's issue, pursuant to the terms and provisions of this Grandchildren's Trust, and if there be no issue, then to my surviving beneficiary.

V.

Powers and Duties of the Trustee

A. ***Powers of Trustee.*** Trustor grants to Trustee the continuing, absolute, discretionary power to deal with any property, real or personal, held in the trust estate or in any trust, as freely as Trustor might in the handling of Trustor's own affairs. In addition, Trustee shall have all of the power, authority, and discretion given a trustee under the laws of the State of Washington on this date. These include those given a trustee under the provisions of Chapter 11.98 of the Revised Code of Washington, known as the "Washington Trust Act." Such powers may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of the Trustee's actions. Furthermore, the Trustee may do the following:

1. ***Agents and Attorneys.*** Trustee may employ agents and attorneys as Trustee thinks necessary or desirable for the proper administration of the trust, or for any litigation, controversy, or uncertainty which may arise in connection with the trust. Trustee may pay reasonable compensation to agents and attorneys for their services and be fully protected in relying on advice of legal counsel.

2. ***Payment to Beneficiaries.*** Trustee may make payment to any beneficiary under disability by making the same to the custodian, guardian of the person, or to the parent of the beneficiary, or may apply the same directly to or for the benefit of said beneficiary, notwithstanding any guardianship, and the receipt by such custodian, guardian, parent or beneficiary of such payment, or the application thereof for the benefit of such beneficiary, shall be in full and sufficient discharge of the Trustee.

3. ***Merger of Similar Trusts.*** Trustee may merge or combine any trust hereunder with a trust or trusts otherwise established for substantially the same class of persons and thereafter to jointly administer and distribute such combined estate.

4. ***Last Illness and Funeral Expenses.*** The Trustee, in the Trustee's discretion, may pay all or a part of the expenses of last illness and funeral of any beneficiary hereunder as the Trustee deems advisable.

5. ***Trust Property.*** The Trustee may retain, without liability in so doing, any property, real or personal, productive or unproductive, of whatsoever kind and character and wheresoever situated, which the Trustee may receive in trust herein from any source, regardless of whether the particular property so retained be of a kind and quality which the Trustee would ordinarily purchase for trust accounts, and regardless of whether such property so retained should constitute a larger portion of the trust estate than the Trustee would ordinarily deem advisable or prudent.

6. ***Purchase of Probate Property; Loans.*** Trustee may purchase any property of Trustor's probate estate with trust funds at fair market value at the time of purchase. Trustee may make loans or advancements, secured or unsecured, to the Personal Representative of Trustor's probate estate.

7. ***Insurance Proceeds.*** Trustee may receive insurance proceeds and administer and distribute them as principal according to this instrument. Upon the written request of the Personal Representative of my estate, the Trustee shall pay to such Personal Representative such sums from life insurance proceeds paid to the Trustee as shall be certified by the Personal Representative to be the equitable portion chargeable to such proceeds, if any, of all estate, inheritance and succession taxes, including interest and penalties, if any, due as the result of my death. The Trustee shall have no duty to determine the propriety of the payment of any sums so certified to it nor see to the application thereof by the Personal Representative nor to withhold any distribution in anticipation of any such request.

8. ***Loan of Trust Funds.*** Trustee may lend trust funds on terms and conditions determined by Trustee.

9. ***Business Continuation; Delegation of Discretionary Powers.*** Trustee may retain and continue the operation, at the risk of the trust estate, of any farm, business or business property. The resulting proceeds and losses shall be

attributed to the trust estate and not to the Trustee. Trustee may delegate to others such duties, powers (including discretionary powers), and authority as Trustee thinks necessary or proper.

10. ***Trustee's Fees and Expenses.*** Trustee shall be entitled to compensation for the acceptance and administration of the trust and for the payments and distributions made by Trustee. Trustee is entitled to extra compensation for unusual or extraordinary services. The amount of compensation shall be reasonable. Trustee shall be reimbursed for all expenses reasonably incurred in the administration of the trust.

B. ***Duties of Trustee.***

1. ***Accounting.*** The Trustee shall render annual statements of account to the beneficiaries hereof, or to the legal guardian of the estate of any beneficiary. By so doing, the Trustee shall be relieved from compliance with the Trustee's Accounting Act of the State of Washington and any similar laws of any jurisdiction wherein this trust is administered.

2. ***Investments.*** In acquiring, investing, reinvesting, exchanging, selling and managing the property of the trust, Trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds. In determining the prudence of a particular investment, Trustee shall consider the proposed investment or investment course of action in relation to all property of the trust.

3. ***Income.*** If all of the income of a trust is not distributed during an income tax year, the undistributed portion shall be added to principal.

C. ***Successor Trustee.*** Trustee shall have the right to resign as Trustee without Court proceedings by giving written notice to that effect to the income beneficiaries of the trust. A majority of the adult income beneficiaries of the trust shall then have the right, without Court proceedings, to appoint a successor Trustee unless the successor Trustee is named in this instrument. Any successor shall automatically

vest with full powers to perform the terms and conditions of this trust as if originally named herein without any further legal action being necessary.

D. ***Principal and Income.*** The Trustee shall determine what is principal or income, which authority shall specifically include the right to make any adjustment between principal and income for premiums, discounts, depreciation or depletion, provided that all dividends which represent capital gains realized from the sale of securities owned by regulated investment companies shall be treated as principal. Income undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the Trustee as income to the persons or estate of persons possessing the income interest immediately before the termination of such estate or interest in the proportions in which they take that interest.

E. ***Termination of Trust.*** If at any time a trust hereunder has a net value less than any amount deemed by the Trustee to justify the time and expense of administration, the Trustee may, in the Trustee's discretion, terminate the trust and distribute the trust property to the persons then entitled to receive the funds.

F. ***Good Faith Actions Binding.*** Every action taken in good faith by Trustee shall be conclusive and binding upon all persons interested in the property of the trust.

G. ***Law Governing; Savings Clause.*** This instrument shall be governed by the laws of the state of Washington. Any provisions prohibited by law or unenforceable shall not affect the remaining provisions of this instrument.

VI. Protective Provisions

Neither the income nor the principal of the trust or trusts created by this Will shall be alienable by any beneficiary, whether an income beneficiary or remainderman, either by assignment or by any other method, and the same shall not be subject to be taken by the beneficiary's creditors or by any representative thereof by any process whatsoever, including, but not limited to, proceedings in bankruptcy. This provision shall not limit the exercise of any power of appointment or the right to disclaim.

VII.
Miscellaneous Provisions

A. If any legatee or devisee shall die simultaneously with me or under such circumstances as to render it difficult or impossible to determine who predeceased the other, I hereby declare that I shall be deemed to have survived such legatee or devisee and that this Will and all of its provisions shall be construed upon that assumption; provided, however, that in the event my spouse and I shall die simultaneously or under such circumstances as to render it difficult or impossible to determine who predeceased the other, I hereby declare that I shall be deemed to have predeceased my spouse.

B. Prior to or concurrent with the execution of this Will, I may have prepared a list of personal property items and designated recipients, in my own handwriting or signed by me. It is understood that I may change this list at any time or replace it with a new list which I shall also sign and date. I understand that this provision does not apply to a mobile home or cash accounts, stocks and bonds, instruments of indebtedness, or to property used primarily in trade or business.

C. If any beneficiary shall contest the probate or validity of this Will or any provision thereof, or shall institute or join in any proceeding to contest the validity of this Will or to prevent any provision thereof from being carried out in accordance with its terms (regardless of whether or not such proceedings are instituted in good faith and with probable cause), then all benefits provided for such beneficiary are revoked and such benefits shall be distributed as if such beneficiary were not living.

///

**VIII.
Execution Clause**

I have initialed, for identification purposes, all pages of this, my Last Will and Testament, and have executed the entire instrument by signing this page on the 25th day of October, 2016, at Anacortes Washington.

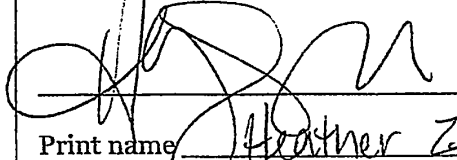

RICHARD L. JACOBSON

**WITNESSES' SELF-PROVING ATTESTATION AND DECLARATION
(RCW 9A.72.085 AND 11.20.020)**

Each of us whose signature appears below, says and declares that, on the day last above written, in the presence of each of us, the Testator signed and declared this instrument, consisting of eleven (11) pages of which this is the last, to be his Last Will and Testament; and we have signed below as attesting witnesses, remaining in his presence and in the presence of each other; and that we know the Testator and he appears to be of full age and sound and disposing mind and memory and competent in every respect to make a Will and not under any restraint; and we make this attestation and declaration at his request.

Each of us further declares under penalty of perjury under the laws of the state of Washington that the foregoing declaration is true and correct.

Signed at Anacortes, Washington, this 25th day of October, 2016.

 Residing at Oak Harbor WA
Print name Heather Zelazowski

Karen Berlandi Residing at Anacortes, wa
Print name Karen Berlandi

Pursuant to Article VII., Paragraph B, of my Last Will and Testament executed on _____, 2016, upon my death, I direct my Personal Representative to distribute the following personal property items listed below as follows:

[illegible]

DATED: _____

SIGNED: _____

**Law Offices
RIACH GESE PLLC
7331 - 196th Street SW / PO Box 1067
Lynnwood, WA 98046-1067
(425) 776-3191**

BY

EXHIBIT C

When recorded return to:

Leigh Bennett
Bennett & Bennett
400 Dayton St., Suite A
Edmonds, WA 98020

**201805180099**

05/18/2018 03:22 PM Pages: 1 of 4 Fees: \$77.00
Skagit County Auditor

DOCUMENT TITLE: Community Property Survivorship Agreement

GRANTOR: Jacobson, Richard L. and Jacobson, Nelle A.

GRANTEE: Jacobson, Richard L. and Jacobson, Nelle A.

LEGAL DESCRIPTION: n/a

ASSESSOR'S TAX
PARCEL NOS.: n/a

REFERENCE NOS. OF
DOCUMENTS RELEASED
OR ASSIGNED: n/a

FILED FOR RECORD AT REQUEST OF:

VERN J. SEATHER
RIACH GESE PLLC
PO Box 1067
Lynnwood, WA 98046-1067

COMMUNITY PROPERTY SURVIVORSHIP AGREEMENT

Grantor: RICHARD L. JACOBSON
Grantee: NELLE A. JACOBSON
Legal Description: N/A
Additional legal on page: N/A
Assessor's Tax Parcel ID#: N/A
References Nos. of Documents Released or Assigned: NONE

THIS AGREEMENT is entered into between RICHARD L. JACOBSON ("Husband") and NELLE A. JACOBSON ("Wife"), a married couple, both of whom are domiciled in the state of Washington.

I. **Property Covered.** This Agreement shall apply to all 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 or may have been or may be 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; and except for assets Wife has received by inheritance) shall become and be considered

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community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property."

II. **Vesting at Death of a Spouse.** If one spouse dies and the other spouse survives, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

III. **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 Section II above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

IV. **Automatic Revocation.** The provisions of Section II above 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.

V. **Optional Revocation by One Party.** If either party becomes disabled, the other party shall have the power to terminate the provisions of Section II above. 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 spouse. Each party designates the other party as Attorney in Fact to become effective upon disability to agree to the termination. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the named spouse is unable to manage his or her own affairs.

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


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appointment in any way.

VII. **Revocation of Inconsistent Agreements.** To the extent this Agreement is inconsistent with the provisions of any community property agreement, Will or other arrangement previously made by either or both of the parties that affect the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

VIII. **Execution.** This Community Property Survivorship Agreement is signed at Lynnwood, Washington on this 4 day of April, 2011, to become effective as provided herein.

Richard L. Jacobson
RICHARD L. JACOBSON

Nelle A. Jacobson
NELLE A. JACOBSON

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) SS:

THIS IS TO CERTIFY that I know or have satisfactory evidence that RICHARD L. JACOBSON and NELLE A. JACOBSON are the persons who appeared before me, and acknowledged to me that they signed and sealed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of April, 2011.



Janet Russell
NOTARY PUBLIC for the state of Washington
Residing at: Lake Stevens
My Commission Expires: 09-24-12
Printed Name: Janet L. Russell

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