

COPY

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Land Title and Escrow

Recording Cover Page

02-173745-OE

Document Title(s) (for transactions contained therein):

1. Trust Pages
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
 (on page ____ of documents(s))

Grantor(s)

1. The Ken Deegan and Jean Deegan Revocable Living Trust dated December 29, 1993
- 2.
- 3.
- 4.

Additional Names on page ____ of document.

Grantee(s)

1. The Public
- 2.
- 3.
- 4.

Additional Names on page ____ of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

Lot 28, Skyline No. 5

Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number

3821-000-028-0009, P59342

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

community property transferred to Trustee, and all property otherwise deemed to be community property, shall retain its character as community property. Any asset of the Trust Estate duly acknowledged to be the separate property of one Settlor, and the identifiable proceeds of that property, including but not limited to the rents, interest, dividends, capital gains distributions, and appreciation on that property, shall retain its character as the separate property of that Settlor.

ARTICLE THREE APPOINTMENT OF TRUSTEE; TRUSTEE SUCCESSION

3.1 Original Trustee. The Settlers, KEN DEEGAN and JEAN DEEGAN, are together hereby nominated as the Trustee of all trusts described herein, and each shall have the power, acting individually, to bind the trust with respect to any transaction during their joint lives. If one of the Settlers resigns as Trustee (pursuant to Section 3.3, below), becomes disabled (pursuant to Section 3.4, below), or dies, the other Settlor shall act as sole Trustee of all trusts described herein.

3.2 Successor Trustees. If, at any time, both Settlers cease to act as Trustee, due to resignation (pursuant to Section 3.3, below), disability (pursuant to Section 3.4, below), or death (pursuant to Section 3.5, below), or a combination thereof, then and in that event the Successor Trustee shall immediately take office as Trustee under this Trust Agreement. Settlers nominate GRAHAM DEEGAN and EDWARD JONES TRUST COMPANY as Successor co-Trustees. If GRAHAM DEEGAN is unable or unwilling to act as a co-Trustee, EDWARD JONES TRUST COMPANY may act as sole Successor Trustee. If EDWARD JONES TRUST COMPANY is unable or unwilling to act as a co-Trustee, another corporate trustee shall be appointed in its stead by GRAHAM DEEGAN, the Settlor's intent being that a corporate trustee be involved at all times in administering this trust when neither of the Settlers is able to act as Trustee. Third parties may rely on an affidavit by the Successor Trustee(s) named above stating that he, she, or it is now acting as Trustee hereunder, and no court proceedings shall be required to establish his or her authority.

3.3 Upon Trustee Resignation. Any Trustee or Successor Trustee hereunder may resign at any time by a written instrument duly acknowledged and delivered to the Settlers, the next person in the line of Trustee succession, and any additional present income beneficiary(s) of the trust. In the event that one of the Settlers resigns, the other Settlor shall act as sole Trustee. Otherwise, Section 3.2, above, shall control Trustee succession.

3.4 Upon Disability of Both Settlers. Upon receipt by the Successor Trustee of written notice that both Settlers are disabled or that the only surviving

**ARTICLE ELEVEN
GENERAL ADMINISTRATIVE PROVISIONS**

11.1 Duties of Trustee.

(a) **Annual Accountings.** Unless one or both of the Settlers are acting as Trustee, or the Settlers waive the following requirements in writing:

(1) After the end of each income tax year, the Trustee shall prepare a statement showing how the property of the trust is invested and all transactions relating to the trust for the preceding tax year; and

(2) Within sixty (60) days after the end of the tax year, the Trustee shall furnish a copy of the statement to Settlers, if then living, or if not, to each adult income beneficiary of the trust.

(b) **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.

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

11.2 Powers of Trustee. Settlers grant to Trustee the continuing, absolute, discretionary power to manage all property, real or personal, held in the Trust Estate or in any trust, as freely as Settlers might in the handling of Settlers' own affairs, including but not limited to the power to:

(a) Invest and reinvest the trust property and acquire and sell any form of real or personal property. Trustee is specifically authorized to buy and sell such property through brokers of Trustee's choice (subject to using due care in the selection of such brokers) and to pay the usual and customary charges.

(b) Apply for or demand, and receive, hold, administer, and distribute as provided herein, any debt, claim, refund or rebate, premium, dividend, or other thing of value belonging or accruing to Settlers or the Trust Estate.

ACCEPTANCE OF APPOINTMENT BY TRUSTEE

On the 11th day of April, 2019, Edward Jones Trust Company accepted the duties of Trustee of *The Ken Deegan and Jean Deegan Revocable Living Trust U/A/D 12/29/1993, as amended and restated*, subject to the conditions that Edward Jones Trust Company shall not be required to inquire into or take any notice of the prior administration of the trust estate and shall not be liable or responsible for any act or default of any predecessor trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to Edward Jones Trust Company assuming the duties of Trustee.

EDWARD JONES TRUST COMPANY

Signature: Kate Walls

Printed Name: Kate Walls

A Member of the Edward Jones Trust Company
Account Acceptance Committee

Date: 4-11-19