

Real Estate Excise Tax  
Exempt  
Skagit County Treasurer  
By Bridget Ibarra  
Affidavit No. 2021-74  
Date 01/08/2021

**WHEN RECORDED RETURN TO:**

Emily Rose Mowrey  
Limitless Law, PLLC  
1313 E. Maple St. Ste. 400  
Bellingham, WA 98225

ACCOMMODATION RECORDING

CHICAGO TITLE  
020046127-M

Document Title:	Affidavit (Lack of Probate)
Grantor:	Estate of James T. Owens
Grantee:	Marie A. Owens
Abbreviated Legal:	Ptn. Lots 22 & 23, Country Land <sup>e/</sup> Add.
Legal Description:	Page 3
Assessor's Tax Parcel ID#:	3890-000-023-0000 / P64619

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**AFFIDAVIT**  
(Lack of Probate)

**MARIE A. OWENS** having first been duly sworn, on oath, deposes and says that:

1. I am the surviving spouse and beneficiary of JAMES T. OWENS, who died on August 8, 2019, then a resident of Burlington, Skagit County, Washington. A copy of his Death Certificate is attached to this Affidavit as Exhibit A.

2. Decedent left a Will, a copy of which is attached to this Affidavit as Exhibit B. The Will, although unrevoked at Decedent's death, was not offered for probate.

3. I know and so state that each and all of the obligations against the estate of the decedent, including but not limited to: all the debts of decedent; all of the expenses of decedent's last illness, funeral and burial; promissory notes, installment contracts and mortgages; and state and federal taxes upon decedent's estate, if applicable, have been paid in full or are current.

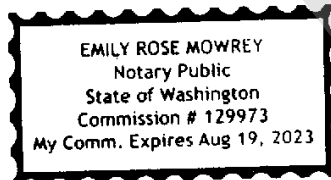
5. This affidavit is made to induce Chicago Title, or another title insurance company, to insure title to real property described in the attached Exhibit C, in which

Dated this 5<sup>th</sup> day of January, 2021.

MARIE A. OWENS

DATED: January 5, 2021.

NOTARY PUBLIC, Emily Rose Maurer  
My appointment expires: May 19, 2023



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

## CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2019-035346

DATE ISSUED: 08/13/2019

FEE NUMBER:

FIRST AND MIDDLE NAME(S): JAMES TIMOTHY

LAST NAME(S): OWENS

AKA: TIM OWENS

AKA: TIMOTHY OWENS

AKA:

COUNTY OF DEATH: SKAGIT

DATE OF DEATH: AUGUST 08, 2019

HOUR OF DEATH: 12:30 AM

SEX: MALE

AGE: 61 YEARS

SOCIAL SECURITY NUMBER: [REDACTED]

PLACE OF DEATH: HOME

FACILITY OR ADDRESS: 12156 COUNTRY LANE

CITY, STATE, ZIP: BURLINGTON, WASHINGTON 98233

RESIDENCE STREET: 12156 COUNTRY LANE

CITY, STATE, ZIP: BURLINGTON, WA 98233

INSIDE CITY LIMITS: NO

COUNTY: SKAGIT

TRIBAL RESERVATION: NOT APPLICABLE

LENGTH OF TIME AT RESIDENCE: 4 YEARS

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE: [REDACTED]

BIRTHPLACE: ANACORTES, WA

FATHER/PARENT: JT OWENS

MOTHER/PARENT: DELLA GRACE P. [REDACTED]

MARITAL STATUS: MARRIED

SURVIVING SPOUSE: MARIE ANN LYNCH

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: NORTHWEST CREMATORY

OCCUPATION: COMMERCIAL FISHERMAN

INDUSTRY: FISHING

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED

US ARMED FORCES: NO

CITY, STATE: ANACORTES, WASHINGTON

DISPOSITION DATE: AUGUST 13, 2019

INFORMANT: MARIE A OWENS

RELATIONSHIP: WIFE

ADDRESS: 12156 COUNTRY LANE, BURLINGTON, WA, 98233

FUNERAL FACILITY: EVANS FUNERAL CHAPEL &amp; CREMATORY, INC.

ADDRESS: 1105 32ND STREET

CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221

FUNERAL DIRECTOR: JOSEPH J. WAHAM

## CAUSE OF DEATH:

A: AMYOTROPHIC LATERAL SCLEROSIS

INTERVAL: 17 MONTHS

B:

INTERVAL:

C:

INTERVAL:

D:

INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: DYSPHAGIA, RESPIRATORY FAILURE

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

DATE OF INJURY:

HOUR OF INJURY:

INJURY AT WORK:

PLACE OF INJURY:

CERTIFIER NAME: ANITA M. MEYER, MD

TITLE: PHYSICIAN

CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A

CITY, STATE, ZIP: MOUNT VERNON, WA 98273

DATE SIGNED: AUGUST 09, 2019

LOCATION OF INJURY:

CITY, STATE, ZIP:

COUNTY:

DESCRIBE HOW INJURY OCCURRED:

CASE REFERRED TO ME/CORONER: NO


FILE NUMBER: NOT APPLICABLE

ATTENDING PHYSICIAN: NOT APPLICABLE

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: ISABEL M. CARBAJAL

DATE RECEIVED: AUGUST 12, 2019

 <b>Affidavit for Correction</b> This is a legal document. Complete in ink and do not alter.		Mail to: Center for Health Statistics P.O. Box 47814 Olympia, WA 98504-7814 360-236-4300	
STATE OFFICE USE ONLY			
State File Number	Fee Number	Initials	Date
Affidavit Number			
Required	Required information must match current information on record		
	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 Birth 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"/> Person(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify)	
7. Return Mailing Address:			
Telephone Number:		Email Address:	
Use this 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 foregoing is true and correct			
10a. Signature:		10b. Signature of 2nd parent (if required):	
Printed name:		Date:	
INSTRUCTIONS - go to <a href="http://www.doh.wa.gov">www.doh.wa.gov</a> 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:			
<ul style="list-style-type: none"> <li>• Birth/Marriage/Divorce record</li> <li>• Military record (DD-214)</li> <li>• School transcripts</li> <li>• Social Security Number Report</li> <li>• Certificate of Naturalization</li> <li>• Hospital/medical record</li> <li>• Passport</li> <li>• Green/Permanent Resident card (I-551)</li> </ul>			
<b>Birth Certificates</b>			
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			
<b>Child under 18</b>			
<ul style="list-style-type: none"> <li>• If legal guardian(s), include certified court order proving guardianship</li> <li>• 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)*</li> <li>• After age one, a court order is required to change the last name</li> <li>• No proof is required to change the first or middle name*</li> <li>• To correct parent's information, one documentary proof is required.</li> <li>• To correct the sex of the child, one documentary proof from a medical provider is required</li> </ul>			
<ul style="list-style-type: none"> <li>• Only the adult can change his or her birth certificate</li> <li>• If the first or middle name is missing, three pieces of documentary proof are required</li> <li>• If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required</li> <li>• To correct parent's birth date, place of birth, or name, one documentary proof is required</li> </ul>			
*To change any part of the name of a child using this form, 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)			
<b>Death Certificates</b>			
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). 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.			
<b>Marriage/Dissolution (Divorce) Certificates</b>			
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 January 2015

**\*CERTIFIED\***

AUG 13 2019

*Handwritten signature*Skagit County Health Department  
Howard Leibrand M.D., Health Officer

Certificate not valid unless the Seal of the State of Washington changes color when heat applied



## Exhibit B

# LAST WILL AND TESTAMENT OF JAMES T. OWENS

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I, JAMES T. OWENS, a resident of Skagit County, Washington, declare this to be my Last Will, and hereby revoke all former Wills and Codicils made by me.

### ARTICLE I IDENTIFICATION OF FAMILY

MARIE A. OWENS is my wife and JAY T. OWENS, BRYCE T. OWENS, and NICHOLAS J. OWENS are my children. References in this Will to "my children" are to the children named above.

I have no other children or descendants of a deceased child now living. The term "descendants" refers to all naturally born or legally adopted descendants of all degree of the person indicated.

If a beneficiary under this Will survives me by less than sixty (60) days, then he or she shall be deemed to have predeceased me.

### ARTICLE II SPECIFIC GIFTS

**2.1 Tangible Personal Property.** I give items of my tangible personal property held for personal use (for example, furniture, jewelry, automobiles, etc., but excluding money, securities, notes, bank accounts, etc.) to those persons who are indicated in a list to be left with my Will or kept among my personal papers. To the extent that my tangible personal property is not listed (or if such a list is not found), I direct that the remainder of such property pass to my wife if she survives me. If my wife does not survive me, I direct that such property be distributed to those of my children who survive me, in shares as nearly

equal as possible. The Personal Representative shall have full discretion to pay for shipping and storage as he/she deems appropriate.

**2.2 Encumbrances.** If any property disposed of under this Article is subject to an encumbrance (which includes, without limitation, a lien, security interest or other encumbrance of any kind), such encumbrance shall not be discharged from my residual estate. The beneficiary will receive that item of property subject to the encumbrance, but shall not thereby become personally liable for the payment or other satisfaction of the encumbrance.

**2.3 Non-Participant's Employee Benefits or Individual Retirement Accounts.** If my wife survives me, I give to her all of my interest in any qualified or non-qualified plan of deferred compensation relating to my wife's employment, any individual retirement accounts in my wife's name and any policy of insurance (including but not limited to group term life insurance) on my wife's life the premiums for which are paid (in whole or in part) by her employer as part of her compensation.

#### **ARTICLE III RESIDUE**

**3.1 Gift to Spouse.** If my wife survives me, I give her the residue of my estate.

**3.2 Gift to Children.** If my wife does not survive me, then the residue of my estate shall be distributed among my children pursuant to Article IV below.

**3.3 Definition of Residue.** The "residue of my estate" shall mean my probate estate, after specific gifts and after payment of or provision for all properly allowed claims, taxes and costs of administration allocable by provision elsewhere in this Will, or, in the absence of such provision, by governing law.

#### **ARTICLE IV GIFT TO CHILDREN**

**4.1 Gift to Children.** I give any gift controlled by this Article in equal shares as follows:

(a) One (1) share to my son JAY T. OWENS if he survives me, otherwise by right of representation to his living descendants:

(b) One (1) share to my son BRYCE T. OWENS if he survives me, otherwise to SARABETH OWENS, if she survives me, otherwise by right of representation to Bryce's living descendants; and

(c) One (1) share to my son NICHOLAS J. OWENS if he survives me, otherwise to JILLIAN OWENS, if she survives me, otherwise by right of representation to Nicholas's living descendants.

Provided that the share of any descendant under the age of twenty-five (25) shall be distributed to Trustee for administration and distribution as a separate trust under Subarticle 4.3 below.

**4.2 Trustee.** The Trustee of all trusts created under this Article is set forth under Article V.

**4.3 Trusts for Descendants of a Deceased Child.**

(a) Beneficiary. The sole beneficiary of each trust shall be the descendant for whom it is allocated.

(b) Distributions from Trust. Trustee shall administer and distribute each trust as follows:

(1) Discretionary Distributions. Trustee shall make such distributions of income and principal of a beneficiary's trust as Trustee, in Trustee's sole discretion, deems appropriate to provide for the beneficiary's needs for health, education, and reasonable support, or to assist the beneficiary in entering a business or profession, or purchasing a residence, adding to principal any income not so used.

(2) Trustee's Considerations for Exercise of Discretion. In the exercise of discretionary powers, for distributions of income or principal to or for the benefit of the beneficiary, the Trustee shall have regard for the beneficiary's best interests and development, and take into consideration, to the extent Trustee deems advisable, any independent or other resources of the beneficiary, as well as the income tax consequences of any distribution or accumulation of income, the station of life to which the beneficiary has

been accustomed, the then value of the trust property, and the beneficiary's probable future requirements.

(3) Required Distributions. When the beneficiary reaches the age of twenty-five (25), Trustee shall distribute the balance of the trust to the beneficiary.

(4) Distribution at Beneficiary's Death. If the beneficiary dies before receiving complete distribution of the beneficiary's trust, Trustee shall distribute the balance by right of representation to the living descendants of the beneficiary, if any, and if none then in equal shares to the beneficiary's siblings or their descendants by right of representation, and if none then to my descendants by right of representation. Provided, however, any share for a beneficiary who has not reached the age of twenty-five (25) shall be distributed to Trustee and administered and distributed as a separate trust pursuant to this Article IV.

#### ARTICLE V APPOINTMENT OF FIDUCIARIES

##### 5.1 Appointment of Personal Representative.

(a) Selection. I appoint MARIE A. OWENS as Personal Representative of this Last Will. If MARIE A. OWENS fails to qualify or ceases to act, I appoint BRYCE T. OWENS as Personal Representative. If BRYCE T. OWENS fails to qualify or ceases to act, I appoint NICHOLAS J. OWENS as Personal Representative. If NICHOLAS J. OWENS fails to qualify or ceases to act, I appoint JAY T. OWENS as Personal Representative.

(b) Bond; Nonintervention Powers. No bond shall be required of my Personal Representative. My Personal Representative shall have full and unrestricted nonintervention powers, including the authority and discretion to do all that my Personal Representative deems necessary or desirable in managing, settling and distributing my estate as fully and completely as an absolute owner thereof could do.

(c) Distribution to Custodial Account. In the discretion of the Personal Representative, any distribution that would otherwise be made to a person under the age of twenty-five (25) may instead be distributed to a custodian (designated by the Personal



Representative) to be administered and distributed pursuant to the Washington Uniform Transfers to Minors Act, at the discretion of the Personal Representative.

(d) Compensation. My Personal Representative shall be paid a reasonable compensation.

## **5.2 Appointment of Trustee.**

(a) Selection. I appoint BRYCE T. OWENS as Trustee of all trusts created in this Will. If BRYCE T. OWENS fails to qualify or ceases to act, then NICHOLAS J. OWENS shall act as Trustee. If NICHOLAS J. OWENS fails to qualify or ceases to act, then JAY T. OWENS shall act as Trustee. The last named person serving as Trustee, shall have the power to appoint any number of successors as Trustee, by instrument in writing without Court proceedings.

(b) Bond. Any Trustee installed in accordance with this Article shall serve without bond.

(c) Compensation. Any Trustee installed in accordance with this Article shall be paid a reasonable compensation.

(d) Acceptance of Trustee. To accept the position of Trustee, the nominated successor Trustee, shall, in writing, confirm the receipt of this Will and agree to act as Trustee at such time as called upon to act.

## **ARTICLE VI FIDUCIARY POWERS**

**6.1 Powers of Fiduciary.** Except as otherwise provided in this Will, the Personal Representative and Trustee shall have the power, authority, and discretion given a trustee under applicable law. In addition, the Trustee of any trust created herein shall have the following powers.

(a) Retention of Assets. Retain any assets contributed to the trust, whether or not such investments are secured, productive, diversified, or at risk.

(b) Life Insurance. Retain or acquire (out of trust principal) any insurance policy on the life of any person; cause all incidents of ownership, rights, powers, options, interests, privileges and benefits of every kind that may accrue to be vested in Trustee,

including without limitation the power to borrow from the insurer, pledge the policy for a loan, obtain the cash surrender value of the policy, convert the policy into a paid up policy, and exercise any right to convert term insurance to permanent insurance; pay premiums; and take such action as is reasonably necessary for the collection of any proceeds. Trustee need not institute or maintain any legal action for the collection of such proceeds unless Trustee is first indemnified against all liability and expense to which Trustee may be subjected. Trustee is authorized to compromise or settle any claims and to give the insurance company all necessary and proper releases in full discharge of its liability, and any receipts, releases, or other instruments executed by Trustee shall be binding and conclusive upon such insurance companies and all persons interested in any trust. If the trust principal is insufficient to enable Trustee to pay any life insurance premiums, Trustee shall have no obligation to see that the premiums are paid by any other person, and no liability if such payments are not made.

Provided, that if any insurance policy on the life of any Trustee is held by this trust, such Trustee shall neither have nor exercise in any capacity any incident of ownership with respect to any such policy. The Trustee shall have the power to appoint a special trustee to hold and exercise all incidents of ownership in any such policy. If a special trustee fails or ceases to serve, such special trustee shall appoint a successor special trustee.

(c) Transactions with Estate. Purchase any property from my estate or the estate of any beneficiary, and to make loans or advancements, secured or unsecured, to any such estate, even though Trustee may be the personal representative thereof, all upon such terms and conditions as Trustee deems fair and reasonable.

(d) Purchase and Sale. Sell, convey or exchange any assets of the trust estate upon such terms and conditions as Trustee deems fair and reasonable.

(e) Loans. Borrow money, assume indebtedness, extend mortgages, and encumber the trust estate.

(f) Division/Distribution. Make any division or distribution in cash or in kind, and to fix values of real and personal property within each separate trust as Trustee deems fair and reasonable. Trustee may maintain any trust estate in one or more consolidated funds in which separate trusts have undivided interests. Trustee need not make a physical division of any trust estate except when necessary for a distribution. Trustee may hold property otherwise directed to be added to or consolidated with the trust property of any trust held hereunder as a separate trust having terms identical to the terms of the existing trust; to sever any trust into two or more separate trusts for any reason; to segregate by allocation to a separate account or trust a specific amount of, or portion of, or specific assets included in, the trust property of any trust held hereunder to reflect a partial disclaimer or for any tax or other reason in a manner consistent with any applicable rules or regulations.

(g) Merger. Merge or combine any trust hereunder with any other trust established for the same beneficiary; provided the terms of such other trust are substantially similar.

(h) Delegation. Delegate to a qualified investment or asset manager all or any portion of Trustee's fiduciary duties with respect to investments.

(i) Agents. Employ such agents and attorneys as Trustee deems advisable for proper administration of the trust estate.

(j) No Bond. Act without bond or other security in any jurisdiction for any purpose.

(k) Income and Principal. Determine what is income and what is principal for trust accounting purposes.

(l) Situs. Fix the situs of the trust and the trust property, at any time, for any and all purposes, and in that connection, remove the trust property from any other place or jurisdiction.

(m) Amendment. Amend the terms of any trust (or any share of a trust), by instrument in writing without Court proceedings, or to withhold any distribution, as the Trustee deems appropriate to protect the trust assets and a beneficiary's financial, physical or mental well-being, in any of the following events: (i) a beneficiary has become or is likely to become eligible for government benefits due to disability; (ii) the stock of an "S corporation" is or may be acquired by the trust or share of the trust; (iii) to conform any trust for advantageous tax purposes; (iv) beneficiary becomes or is in jeopardy of becoming insolvent; (v) the trust is beneficiary of tax-deferred retirement benefits and an amendment is necessary or convenient to allow for more favorable income tax treatment; or (vi) the beneficiary is exhibiting symptoms of substance abuse. Provided, that the authority granted under this power to amend shall not extend so far as to give the Trustee a general power of appointment over the trust or any portion of it, for estate or gift tax purposes, nor to disqualify a trust that would otherwise qualify for the marital or charitable deduction for estate tax purposes. The Trustee shall not be in breach of any fiduciary duty for amending or not amending any trust based upon this power.

(n) Options for Payment. If any beneficiary entitled to receive principal or income is (i) under eighteen (18) years of age; (ii) incapacitated as determined by the Trustee; or (iii) a person that the Trustee determines to be unable to wisely or properly handle funds if paid to the beneficiary directly, the Trustee may make any such payments in the Trustee's discretion in any one or more of the following manners:

(1) Directly to the beneficiary by direct payment or by deposit in a savings account in the name of the beneficiary or by delivery of securities or other properties selected by the Trustee;

(2) To the natural guardian or the legally appointed guardian, conservator or other fiduciary of the person or estate of the beneficiary;

(3) To any person or organization furnishing care, support, maintenance or education of the beneficiary; or

(4) By making no payment or distribution of any kind directly to the beneficiary until the Trustee, in its sole and absolute discretion, feels that the beneficiary can handle such distribution.

The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all interested parties.

(o) Authority. Execute and deliver all written instruments Trustee deems appropriate to effectuate the foregoing powers. No party to any such instrument shall be obligated to inquire into the capacity or authority of Trustee, or to see to the application of any money or other property delivered to Trustee.

**6.2 Consideration of Other Resources.** In the exercise of discretion in the distribution of principal and income from any trust created hereunder where the Trustee is directed to take into account other resources available to the beneficiary, the Trustee may take into consideration all resources, if any, which may be known to Trustee to be available to or for the use of the respective beneficiary. In making such determination, however, Trustee is not required to take into account assets that it would be undesirable to liquidate such as personal residences or effects, interests in closely held businesses (aside from the income they may generate), and the like, or assets that are otherwise not capable of generating a significant level of income. Trustee may, in its discretion, both request and rely upon the signed statement of principal assets and income from such beneficiary or his guardian satisfactory to trustee as to any resources of the beneficiary, including those Trustee is not required to take into account; and, further, may suspend the applicable distribution hereunder (except for any trust where income is not discretionary) during any period when such statement is not furnished after Trustee's request.

**6.3 Digital Assets.** Pursuant to RCW Chapter 11.120,, I expressly grant my Personal Representative and the Trustee of any Trust created hereunder authority over my digital assets and the content of electronic communications sent to or received by me. The foregoing authority is in addition to other rights conferred upon my Personal Representative and Trustee under RCW Chapter 11.120. My Personal Representative and Trustee have the

authority to access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances. My digital assets may be stored on the cloud or on my own digital devices. My Personal Representative and Trustee may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

#### ARTICLE VII TRUST ADMINISTRATION PROVISIONS

**7.1 Reporting to Beneficiaries.** Trustee shall comply with then applicable reporting obligations imposed on Trustee. As of the date of this document, such reporting obligations include those found in Chapter 11.98 RCW. Compliance with these reporting obligations shall satisfy Trustee's accounting obligations under other applicable law.

**7.2 Protective Provision.** No interest of a beneficiary in the principal or income of any irrevocable trust formed under this instrument may be anticipated, assigned or encumbered, or subjected to any creditor's claim or legal process; nor shall any distribution be made to or for the benefit of any beneficiary in discharge of any trustee's obligation of support. Provided, that (i) a beneficiary or his or her authorized legal representative may assign the right to receive payment of any sum otherwise distributable to the beneficiary under this instrument to a trust which is, during the beneficiary's lifetime, revocable by him or her; and (ii) this provision shall not limit the exercise of any power of appointment, or a disclaimer or release of all or a portion of a beneficiary's interest in income or principal, by the beneficiary or his or her authorized legal representative.

**7.3 Rule Against Perpetuities.** Any trust created under this Will shall in no event continue for a period longer than permitted under the Rule Against Perpetuities, if any, or any other law of the jurisdiction which may have application to this Will or such trust. If it is determined that the terms of any trust violate any such Rule or law, then I direct that at the end of the longest period permitted under the laws of the applicable jurisdiction to extend the trust in question Trustee shall thereupon distribute the assets of any such trust in equal shares to the then current beneficiaries to whom distributions could otherwise have been made.

**7.4 Consulting with Tax and Legal Counsel.** Trustee is advised that there are a number of legal and tax compliance duties imposed on Trustee and that such obligations are subject to change. Trustee is encouraged to consult with legal and tax counsel (a) upon Trustee's acceptance of the Trust, (b) upon a beneficiary's request for information about the trust, (c) in planning any sale or other major transaction with trust assets, (d) on an ongoing basis during administration of the Trust, and (e) in anticipation of the termination of the trust, in order to stay in compliance with then applicable laws.

**7.5 Governing Law; Situs.** The situs of any trust created under this document shall be in Washington and any trusts created hereunder shall be construed, regulated and governed by and under the laws of the State of Washington. The foregoing, however, does not preclude Trustee from changing the situs of the trust or governing law.

#### ARTICLE VIII LIMITATION ON EFFECT OF WILL

**8.1 Joint Representation/No Contract Between Spouses.** This Will is not the result of any contract or agreement between my wife and me, and either of our Wills may be revoked or changed at any time at the sole discretion of the maker of the Will. We have consulted with legal counsel together; I know that means (a) our attorney may not advocate for the separate interests of either of us, and (b) anything said or provided by one of us to our attorney may be disclosed by our attorney to the other of us.

**8.2 Exercise of Powers of Appointment.** I am not aware of and not intending to exercise any powers of appointment (for example, a right to designate who will receive a share of a trust created by someone other than me).

**8.3 Citizenship.** My wife and I are both citizens of the United States.

**8.4 Non-Probate Arrangements.** I recognize that there are certain "non-probate" arrangements not disposed of by this Will, including, but not limited to, joint tenancies with right of survivorship, retirement benefits, life insurance, and any assets governed by community property agreement.

IN WITNESS WHEREOF, I have published and declared this to be my Last Will and signed the same on the 17<sup>th</sup> day of August, 2018, in the presence of the witnesses whose signatures are subscribed hereto who, at my request and in my presence and in the presence of each other and at the same time and place, subscribed their names hereto as such witnesses.

Witness

Witness

James T. Owens  
JAMES T. OWENS



## AFFIDAVIT OF WITNESSES

STATE OF WASHINGTON )  
 ) ss.  
 County of King )

Each of the undersigned, being first duly sworn, on oath states that on this 14<sup>th</sup> day of August, 2018:

1. I am over the age of eighteen (18) years and competent to be a witness to the Will of JAMES T. OWENS, the Testator.

2. The Testator in my presence and in the presence of the other witness whose signature appears below:

- (a) Declared the foregoing instrument, consisting of thirteen (13) pages, of which this is the last, to be the Testator's Will.
- (b) Requested me and the other witness to act as witnesses to Testator's Will and to make this Affidavit.
- (c) Signed such instrument.

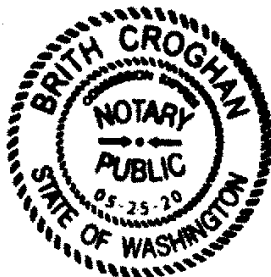
3. I believe the Testator to be of sound mind, and that in so declaring and signing, the Testator was not acting under any duress, menace, fraud, or undue influence.

4. The other witness and I, in the presence of the Testator and of each other, now affix our signatures as witnesses to the Will and make this Affidavit.

Print Name: Julie Dickens  
 Residing at Burton, WA

Print Name: Karen L. Callender  
 Residing at Monroe, WA

SUBSCRIBED AND SWORN to before me this 14<sup>th</sup> day of August, 2018.



Brith Croghan  
 Brith Croghan  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Bremerton  
 My appointment expires: 05/25/20

**EXHIBIT C  
LEGAL DESCRIPTION**

The South 70 feet of Lot 23, and the North 25 feet of Lot 22, "COUNTRY LANE ADDITION", as per plat recorded in Volume 7 of Plats, page 37, records of Skagit County, Washington.

Situate in County of Skagit, State of Washington.