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11/19/2021 10:59 AM Pages: 1 of 5 Fees: \$207.50  
Skagit County Auditor

JONES BUTLER DOLAN, PS  
P.O. Box 2784  
Mount Vernon, WA 98273  
360-336-2939

**Real Estate Excise Tax  
Exempt  
Skagit County Treasurer**

By DHJ  
Date 11/19/2021

## TRANSFER ON DEATH DEED

**GRANTOR:** Chad E. Lowrance, a married man, as his separate property.

**GRANTEES:** Brian C. Lowrance, a single man, as his separate property;  
and  
Cassandra G. Lowrance, a married woman, as her separate property.

**ADDRESS:** 1208 Spruce Street  
Burlington, WA 98233

**PARCEL NUMBER:** P117814 / 4774-000-001-0000

**ABBREVIATED LEGAL:** Lot 1, Gages Circle

**SUBJECT TO:** Easements, reservations, restrictions, and covenants of record.

**REFERENCE:** 201411040047

**GRANTOR.** Chad E. Lowrance, a <sup>married</sup> single man, as his separate property, presently residing at 1208 Spruce Street, Burlington, WA 98233.

**BENEFICIARIES.** The Beneficiaries are as follows, provided they survive the Grantor:

Brian C. Lowrance of Lynnwood, Washington  
Cassandra G. Lowrance of Burlington, Washington

**LEGAL DESCRIPTION.** The real property that is the subject of this revocable Transfer on Death Deed is situated in the County of Skagit, State of Washington, and is legally described as follows:

Lot 1, "PLAT OF GAGES CIRCLE," according to the plat recorded under Auditor's File No. 200102130017.

Situate in Skagit County, Washington.

SUBJECT TO: Restrictions, reservations, and easements of record.

**TRANSFER ON DEATH.** The Grantor transfers all of the Grantor's interest in the described property, including without limitation any after acquired title of the Grantor, to the Beneficiaries set forth above. Before the Grantor's death, Grantor retains the right to revoke this deed.

**REAL ESTATE EXCISE TAX EXEMPTION.** The recording of this revocable Transfer on Death Deed is not a "sale" as defined in RCW 82.45.010(1) and is therefore not subject to real estate excise tax. The transfer that will occur under this revocable Transfer on Death Deed at the time of the Grantor's death is exempt from the Washington Real Estate Excise Tax by reason of RCW 82.45.010 (3)(b) and WAC 458-61A-202(7).

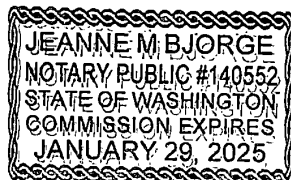
DATED: This 19<sup>th</sup> day of November, 2021.

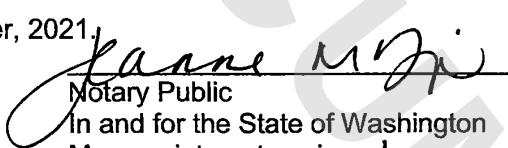
  
CHAD E. LOWRANCE

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss:

I certify that I know or have satisfactory evidence that Chad E. Lowrance is the individual who appeared before me, and he acknowledged that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: This 19 day of November, 2021.



  
Notary Public  
In and for the State of Washington  
My appointment expires: Jan. 29, 2025

**IN THE MATTER OF THE  
CAROLYN LOWRANCE TRUST**

**Agreement Among Interested Parties  
RCW 11.96A.220**

**1. Parties:** This Agreement is made pursuant to RCW 11.96A.220 of the Trust and Estate Dispute Resolution Act ("TEDRA"), among the following parties having an interest in the estate created by the Revocable Living Trust of Carolyn A. Lowrance, (the "Trust") dated June 13, 2014.

<b>Name and Address</b>	<b>Relationship</b>	<b>Age</b>
Chad E. Lowrance 1208 South Spruce Street Burlington, WA 98233	Son of Trustor & Beneficiary of Trust	Adult
Brian C. Lowrance 4725 200 <sup>th</sup> Street SW Unit 125 Lynnwood, WA 98036	Son of Trustor & Beneficiary of Trust	Adult

The parties identified above include all parties, as defined in RCW 11.96A.030(5), with regard to the Agreement.

**2. Allocation and Distribution of Assets.** Article V of the Trust provides that the remainder of Trustor's residuary estate at her passing is to be divided equally between the Trustor's two Beneficiaries, Chad E. Lowrance and Brian C. Lowrance.

1 **3. Trustor's Former Residence.** The Trust corpus includes the Trustor's former  
2 residence, located at 1208 South Spruce Street, Burlington WA, 98233.

3  
4 **4. Proposed Distribution of Residence.** The Trustor is currently incapacitated  
5 and living in Birchview Memory Care Facility in Burlington, Washington. The cost of  
6 care at Birchview is presently paid from Trust assets. Birchview has agreed that the  
7 Trustor may begin using Medicaid benefits to pay her cost of care after she resides at  
8 Birchview for 24 months. As part of the Medicaid application process, pursuant to  
9 WAC 182-573-1363 4(d)(iv) the Beneficiaries wish to transfer the Trustor's former  
10 residence to Chad E. Lowrance.

11  
12 **5. Agreement.** All parties with an interest in the trust agree as follows:

13  
14 **a. Transfer of Spruce Street Residence.** The parties agree that Chad E.  
15 Lowrance, in his capacity as Trustee, shall transfer the Trustor's former Spruce Street  
16 residence from the Trust to Beneficiary Chad E. Lowrance, pursuant to the "in-home  
17 caregiver rule" set forth in WAC WAC 182-573-1363 4(d)(iv), contingent upon Chad E.  
18 Lowrance's agreement to convey one-half interest in the Spruce Street residence to the  
19 other Beneficiary of the Trust, Brian C. Lowrance, upon Chad's death or sale of the  
20 residence, whichever occurs first.

21  
22 **b. Authority to Sign.** Each of the parties hereby warrants and represents  
23 that they are the individuals described herein, and that, where necessary, they have the  
24 requisite authority to enter into and sign this Agreement.

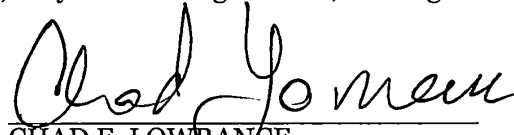
25  
26 **c. Binding Order.** This Agreement may be filed with a Superior Court  
27 having jurisdiction over the estate. Each of the parties hereto waives both notice and the  
28 right to file objections thereto under RCW 11.96A, including RCW 11.96A.230. The  
29 parties further agree that not filing the Agreement with a court does not cause the  
30 Agreement to be ineffective and the Agreement is nonetheless binding and conclusive on  
31 all persons interested in the trust pursuant to RCW 11.96A.230.

32  
33 **d. Waiver of Objections.** It is understood and agreed that this Agreement  
34 represents the full agreement between the parties, and each of the parties to this  
35 Agreement represents that he or she is in full agreement with the Agreement's terms and  
36 conditions, waives any right of objection to the Agreement and agrees not to file a  
37 petition to the contrary.

**e. Legal Counsel.** Each party to this Agreement has had the opportunity to consult with independent legal counsel of his/her choice, and such parties hereby acknowledge that they are aware of the contents of this Agreement and its legal effect.

**f. Counterparts.** This Agreement may be signed in counterpart by each of the parties hereto and upon execution of this Agreement in counterpart by each of the parties, this Agreement shall be deemed a valid, fully executed Agreement, binding and enforceable upon each of the parties hereto.

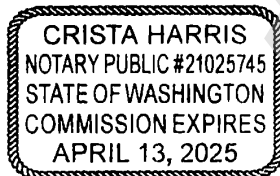
Date: October 23, 2021

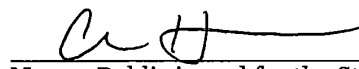
  
CHAD E. LOWRANCE  
Beneficiary

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

I certify that I know or have satisfactory evidence that Chad E. Lowrance signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on October 23, 2021.



  
Notary Public in and for the State of  
Washington  
My Commission expires ~~03-05-2025~~ <sup>CH</sup>  
04-13-2025

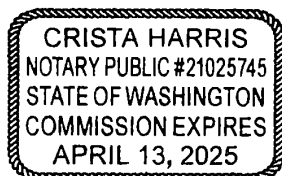
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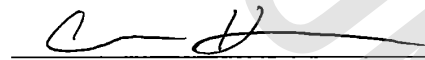
  
BRIAN C. LOWRANCE  
Beneficiary

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

I certify that I know or have satisfactory evidence that Brian C. Lowrance signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on October 23, 2021.



  
Notary Public in and for the State of  
Washington  
My Commission expires: 04/13/2025