

When recorded return to:

Brian R. Keith
4009 W. 6th Street
Anacortes, WA 98221

Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Lena Thompson
Affidavit No. 20260319
Date 02/06/2026

**AFFIDAVIT: LACK OF PROBATE
(With Statement of Community Property)**

GRANTOR: JENNIFER L. KEITH, now deceased

GRANTEE: BRIAN R. KEITH, surviving spouse

LEGAL DESCRIPTION: LOT C, SURVEY #200601170059 (Being Ptn Block 1512, NP Add to Ana)

**ASSESSOR'S PROPERTY TAX
PARCEL OR ACCOUNT NO.** P121495; 3809-512-016-0200

**REFERENCE NOS. OF
DOCUMENTS ASSIGNED
OR RELEASED:** N/A

BRIAN R. KEITH, being first duly sworn, deposes and says:

The undersigned Affiant is the rightful heir, as listed in the section entitled Heirs at Law below, to the real property described below, and is the surviving spouse of **JENNIFER L. KEITH** who died on October 12, 2023, at Anacortes, Skagit County, Washington. A certified copy of the Death Certificate is attached hereto as Exhibit "A."

Real Property Description

Lot C of Survey recorded June 11, 2006, under Skagit County Auditor's File No. 200601170059, formerly Lot C, Survey recorded August 22, 2005, under Skagit County

Auditor's File No. 200508220002, formerly Lot C of Revised Survey recorded May 6, 2005, under Skagit County Auditor's File No. 200505060003, being a portion of Block 1512, "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats page 9, records of Skagit County, Washington.

Property Status Agreement

Decedent and the undersigned entered into an Agreement as to Status of Property dated March 31, 2022, executed in the presence of a duly authorized notary, which states that all property of the Decedent and the surviving spouse is community in character. The undersigned declares under the penalty of perjury under the laws of the State of Washington that such Agreement has not been revoked, and that a true and correct copy is attached as Exhibit "B."

Status of Will

Decedent also left a last Will dated March 31, 2022, in favor of the surviving spouse, which has not been probated or revoked, a true and correct copy of which is attached as Exhibit "C."

Heirs At Law

Affiant hereby identifies all heirs at law of the Decedent:

Name and Address	Age	Relationship to Decedent
Brian R. Keith 4009 W. 6 th Street Anacortes, WA 98221	Adult	Surviving Spouse
Nicole L. Cline P.O. Box 1023 Eastsound, WA 98245	Adult	Daughter
Matthew R. Keith 4009 W. 6 th Street Anacortes, WA 98221	Adult	Son

The Affiant states of his own knowledge that each of the obligations of the Estate of Jennifer L. Keith, including but not limited to the debts of the Decedent, last illness, funeral and burial, promissory notes, installment contracts, mortgages, income tax, and state and federal succession taxes, if any, have been paid in full or provided for by the Affiant.

This Affidavit is made as an inducement to each purchaser and each title insurer of the above-described property to treat the title thereto, or title to an interest therein, relieved from interference of the said Decedent, his heirs, creditors, and the taxing authorities.

Exhibit "A"
Death Certificate

Exhibit "A"
Death Certificate

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH



CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2023-050016

DATE ISSUED: 10/16/2023
FEE NUMBER:

FIRST AND MIDDLE NAME(S): JENNIFER LYNN
LAST NAME(S): KEITH

COUNTY OF DEATH: SKAGIT
DATE OF DEATH: OCTOBER 12, 2023
HOUR OF DEATH: 12:10 PM
SEX: FEMALE
SOCIAL SECURITY NUMBER: [REDACTED] 59 YEARS

PLACE OF DEATH: DECEDENT'S HOME
FACILITY OR ADDRESS: 4009 W 6TH ST
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221

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

RESIDENCE STREET: 4009 W 6TH ST
CITY, STATE, ZIP: ANACORTES, WA 98221
INSIDE CITY LIMITS: YES COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 2 YEARS

BIRTH DATE: [REDACTED]
BIRTHPLACE: MIDLAND, MI

FATHER: RICHARD PERRY MILLER
MOTHER: VERA VERNETT [REDACTED]

MARITAL STATUS: MARRIED
SURVIVING SPOUSE: BRIAN RICHARD KEITH

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: NORTHWEST CREMATORY

OCCUPATION: HOMEMAKER
INDUSTRY: OWN HOME
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED
US ARMED FORCES: NO

CITY, STATE: ANACORTES, WASHINGTON
DISPOSITION DATE: OCTOBER 16, 2023

INFORMANT: BRIAN RICHARD KEITH
RELATIONSHIP: HUSBAND
ADDRESS: 4009 W 6TH ST, ANACORTES, WA 98221

FUNERAL FACILITY: EVANS FUNERAL CHAPEL & CREMATORY, INC.

ADDRESS: 1105 32ND STREET
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221
FUNERAL DIRECTOR: COLE B. ERIKSON

CAUSE OF DEATH:
A: GLIOBLASTOMA MULTIFORME
INTERVAL: 2 YEARS

B:
INTERVAL:

C:
INTERVAL:

D:
INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: SEIZURES

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, WASHINGTON 98273
DATE SIGNED: OCTOBER 12, 2023

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: MARIA VIVANCO
DATE RECEIVED: OCTOBER 16, 2023



Affidavit for Correction

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

Required information must match current information on record

Record Type: Birth Death Marriage Dissolution (Divorce)

1. Name on Record: First Middle Last 2. Date of Event: MM/DD/YYYY 3. Place of Event: (City or County)

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: Self Guardian Informant Hospital Parent(s) Funeral Director Other (specify) _____

7. Return Mailing Address: P.O. Box or Street Address City State Zip 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 currently shows:	The true fact is:
8.	9.
10.	11.
12.	13.

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

14a. Signature: Date: 14b. Signature of 2nd parent (if required): Date:

INSTRUCTIONS – go to www.doh.wa.gov for more information

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

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

You cannot use a Driver's license, Social Security card, or hospital decorative birth certificate as proof documentation.

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. Proof documentation must be five or more years old or established within five years of birth.
4. This affidavit cannot be used to add a parent to a birth certificate (use Acknowledgment of Parentage form DOH 422-159).

Child under 18

- If legal guardian(s), include certified court order proving guardianship.
- Up to age one or up to one year following the filing of an Acknowledgment of Parentage form, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names); thereafter, 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 proof documentation is required.
- To correct the sex of the child, one proof documentation 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 proof documentation are required.
- If the first, middle and/or last name is misspelled, or month and/or day of birth is incorrect, two pieces of proof documentation are required.
- To correct parent's birth date, place of birth, or name, one proof documentation is required.

*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.

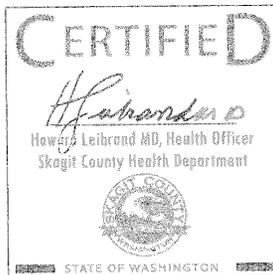
Death Certificates

1. Only the informant may change the non-medical information without proof documentation. The funeral director, executors/administrators, or a family member may change the non-medical information with proof documentation. Family members are spouse or registered domestic partner, parent, sibling, or adult child or stepchild. Marital status requires a certified 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 proof documentation.
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.

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



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Exhibit "B"
Property Status Agreement

Exhibit "B"
Community Property Agreement

UNOFFICIAL DOCUMENT

AGREEMENT AS TO STATUS OF PROPERTY

THIS AGREEMENT is made and entered into this 31st day of March, 2022, by and between **BRIAN R. KEITH** ("Husband") and **JENNIFER L. KEITH** ("Wife"), pursuant to the provisions of RCW 26.16.120, providing for agreements between husband and wife concerning the status of their property.

IT IS HEREBY AGREED AS FOLLOWS:

1. Status of Property. The parties hereby agree that all of the property now owned or hereafter acquired by either (except for after-acquired property which may be designated as separate property by Husband or Wife and approved in writing by the other spouse), even though some items may have been acquired by one or the other or both, or may have been registered or titled in the name of one or the other or both, shall constitute their community property under the laws of the State of Washington. All such property is referred to in this agreement as the "described community property."

2. Property Held in Joint Tenancy. Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only, and for all intents and purposes such property shall be and remain community property, unless otherwise agreed to by the parties in writing.

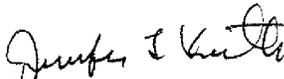
3. Automatic Revocation. This agreement shall terminate and become void upon the filing by either party of a petition, complaint, or other pleading for legal separation, dissolution of marriage, or divorce.

4. Revocation of Inconsistent Agreements. To the extent this agreement is inconsistent with the provisions of any community property agreement or other agreement previously entered into by the parties that affects the described community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

5. Waiver. The parties have been advised of their right to be represented by independent counsel prior to signing this agreement and hereby expressly waive that right.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

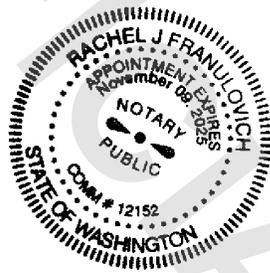

BRIAN R. KEITH


JENNIFER L. KEITH

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS.

I certify that I know or have satisfactory evidence that **BRIAN R. KEITH** and **JENNIFER L. KEITH** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31st day of March, 2022.



Rachel J. Franulovich

Printed Name RACHEL FRANULOVICH
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 11-09-2025

Exhibit "C"
Will

Exhibit "C"
Will

UNOFFICIAL DOCUMENT

WILL
of
JENNIFER L. KEITH

I, **JENNIFER L. KEITH**, of Skagit County, Washington, declare this to be my Will and hereby revoke all prior Wills and Codicils made by me. I am of legal age and competent to make this Will.

ARTICLE I
Identification of Family

My immediate family consists of my husband, **BRIAN R. KEITH**; our adult son, **MATTHEW R. KEITH**, and my adult daughter, **NICOLE L. CLINE**, who was born to me of a prior marriage. No other children have been born to or adopted by me or my husband. Except as expressly provided herein, I make no other provision for any relative of mine or of my husband who may survive me.

As used herein, the terms "husband" shall mean my above-named husband; "child" and "children" shall mean my above-named children; and "descendants" shall mean lawful lineal issue of every degree, provided an adopted person shall be treated as a descendant only if such adoption shall have occurred prior to the adopted person's twenty-first (21st) birthday.

ARTICLE II
Tangible Personal Property

A. Tangible Personal Property List. I have or may prepare a list of tangible personal property with directions as to how the same should be distributed upon my death. I hereby incorporate into this Will any such list now existing or which may hereafter be prepared by me. Any property distributed pursuant to any such list shall be treated as a specific bequest and not as part of a legatee's remaining distributive share, if any. If my husband survives me, the list shall be considered an expression of my desire about how such property should ultimately be distributed on the death of my husband; provided that, if my husband joins in the gift of any or all items of listed tangible personal property, such items may be distributed on my death as directed. My estate shall indemnify and hold my Personal Representative harmless in acting in reliance upon any such list(s) in making distributions of tangible personal property. If such a list is not found or identified within ninety (90) days after my death, then it shall be presumed that such a list does not exist and any subsequently discovered list shall be deemed ineffective.

TESTATRIX' S INITIALS: JK

DATED: **MARCH 31, 2022**

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B. Gift of Tangible Personal Property. I give to my husband, if he survives me by thirty (30) days, all of my interest in any tangible personal property not otherwise distributed in accordance with a list prepared in accordance with paragraph A above, including but not limited to personal automobiles, household furniture and furnishings, wearing apparel, jewelry, artwork, photographs, silverware, crystal, and other articles for personal use, recreation, and enjoyment.

C. Remainder of Personal Property. The balance of my tangible personal property not distributed in accordance with paragraphs A or B above shall be divided between my children who survive me by sixty (60) days, as they may agree. If my said children do not agree to such a division within 120 days of my death, I give my Personal Representative the authority to: (1) make an equitable division between my said children of any remaining tangible personal property; and/or (2) sell, donate, or otherwise reasonably distribute or dispose of any items not agreed upon or distributed, and add the net proceeds from any sale thereof to my residuary estate.

D. Storage and Shipping. The cost of storing, insuring, packing, and shipping any item of personal property passing under this Article may, in the sole discretion of my Personal Representative, be charged as a cost of administration and not to the recipient of the property. My Personal Representative may exercise this power as to some items and not as to others, as my Personal Representative deems proper.

ARTICLE III Distribution of Residue

The residue of my estate, after giving effect to the gifts in Article II above (Tangible Personal Property), and after payment of any taxes and debts attributable to my estate and the costs of administration (the "residue"), shall be distributed as follows:

A. Husband Surviving. I give, devise, and bequeath the residue of my estate to my husband, **BRIAN R. KEITH**, if he survives me.

B. Husband Disclaims. If my husband survives me, but disclaims any property or interests passing to him or for his benefit at the time of my death, whether under any provision of this Will, by the provisions of any other instrument, or by any other method, and such property or interests are or become subject to this Will, then such disclaimed property shall be distributed to the Trustee of the Disclaimer Trust established in Article IV below (Disclaimer Trust), for administration in accordance with the terms thereof.

C. Husband Not Surviving. If my husband does not survive me, then I direct that the residue of my estate be distributed in accordance with Article V below (Distribution on Survivor's Death).

ARTICLE IV Disclaimer Trust

If my husband, **BRIAN R. KEITH**, survives me but disclaims the right to any property or

TESTATRIX' S INITIALS: 

DATED: MARCH 31, 2022

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interests that are or become subject to the provisions of this Will, then all such disclaimed property shall be held in trust, by my husband, as Trustee, for the following uses and purposes and upon the following terms and conditions:

A. Purpose of Disclaimer Trust. The purpose of the trust shall be to provide for the health, education, support, and maintenance of my husband while he is living, in accordance with his accustomed standard of living to the fullest extent practicable. In making distributions in accordance with this purpose, it is my desire but not direction that Trustee take into consideration any estate tax consequences on my husband's death, in an attempt to minimize the impact of estate and transfer taxes on both of our estates. The trust shall be known as the "Disclaimer Trust."

B. Distributions of Income. Trustee shall pay to or apply for the benefit of my husband all net income of the trust, preferably monthly but no less frequently than annually.

C. Discretionary Distributions of Principal. Trustee shall pay to or apply for the benefit of my husband so much principal as the Trustee deems advisable to accomplish the trust purpose in paragraph A above. In making discretionary distributions of principal, the comfort and needs of my husband shall be primary to Trustee's consideration of any remainder beneficiaries to the trust.

D. QTIP Election; Restrictions on Distributions. In the event it may be prudent for my Personal Representative to elect, under §2056(b)(7) of the Internal Revenue Code and/or under similar provisions of applicable state law, to treat any portion of the property passing under this Article IV as qualified terminable interest property ("QTIP"), so as to qualify such property for the state and/or federal marital deduction and thereby reduce the exposure of my estate to state or federal estate taxes, then the portion of the trust for which such a QTIP election has been made need not be segregated but shall be accounted for separately. No distributions shall be permissible from any portion of the trust for which a QTIP election has been made which would disqualify such portion for marital deduction purposes.

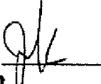
E. Family Residence. To the extent any portion of a family residence, whether primary or secondary, is a part of a trust created under this Article IV, it is my desire that my husband continue to occupy or have use of the same, rent-free, as long as he desires and pursuant to the provisions of paragraph VIII.L below (Residence).

F. Disposition on Death of Husband. Upon the death of my husband, the successor Trustee shall distribute all of the assets then remaining in the trust, or any portion thereof, in accordance with the provisions of Article V below (Distribution on Survivor's Death); provided that any accumulated net income shall be distributed to my husband's estate.

ARTICLE V

Distribution on Survivor's Death

A. Specific Cash Gift. Upon my death, if my husband fails to survive me, I give the sum of Twenty Thousand Dollars (\$20,000) to my friend, **DANIEL E. MISICO**, currently of Danbury,

TESTATRIX' S INITIALS: 

DATED: MARCH 31, 2022

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Connecticut, if he survives me by sixty (60) days.

B. Disposition of Residue. Upon my husband's death, or upon my death if my husband fails to survive me, I direct that the assets remaining in any trust established for the benefit of my husband under Article IV above (Disclaimer Trust), or constituting the residue of my estate, as the case may be, after payment of or provision for debts and the costs of administration, and after any specific distributions in accordance with this instrument ("residue"), shall be divided in equal shares and distributed as follows:

1. Six (6) shares to my son, **MATTHEW R. KEITH**, subject to the trust provisions of paragraph B below (Trust for Matthew R. Keith); provided that if he should fail to survive my husband and me by sixty (60) days, then his shares shall lapse; and

2. Four (4) shares to my daughter, **NICOLE L. CLINE**; provided that if she should fail to survive my husband and me by sixty (60) days, then her shares shall pass to her then surviving descendants, by right of representation and subject to the withholding provisions of paragraph D below (Withholding Provisions), if applicable.

C. Trust for Matthew R. Keith. Any assets passing to **MATTHEW R. KEITH** (referred to in this paragraph C as "beneficiary"), which are directed for distribution in accordance with this provision, whether pursuant to this Will or under any other instrument and made subject to this Will, shall be held in trust and administered and distributed as set forth below:

1. Trust Purpose. The purpose of this trust shall be to provide funds for the supplemental care and comfort of the beneficiary during his lifetime. Consistent with these limitations, the Trustee may provide such resources and experiences as will contribute to and make the beneficiary's life as pleasant, comfortable, and happy as possible. It is my intention that the beneficiary's interests be considered primary and the interests of the remainder beneficiaries be considered secondary. It is my desire, but not direction, that trust funds not be used to jeopardize the beneficiary's right to any governmental benefits to which he might otherwise be entitled; provided, however, that in all events the Trustee shall have full discretion as to any and all distributions from the Trust, and the Trustee shall be held harmless from any decisions as to making or withholding distributions made in good faith, even if any distributions shall disqualify the beneficiary from any governmental or private benefits which may otherwise be available to the beneficiary. If the terms of this trust must be amended to retain or allow eligibility for needs-based programs, the Trustee shall have authority to make such amendments as are necessary for this purpose.

2. Discretionary Distributions. The Trustee shall have sole and absolute discretion to determine what distributions, if any, shall be made to or for the benefit of the beneficiary; provided, however, that to the extent any distributions are made, they shall be made first from income and then from principal. This can include assistance with care, support, and activities that supplement other benefits which would ordinarily be received by or are being or will be received by the beneficiary. The Trustee shall have the sole discretion to determine what disbursements shall be made for the beneficiary's benefit, and this trust shall not, in any way, be considered a general support trust. The

TESTATRIX' S INITIALS: gk

DATED: MARCH 31, 2022

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Trustee may exercise discretion to withhold disbursements from the trust in order to preserve the beneficiary's eligibility for a needs-based program, if the Trustee determines that it would be in the beneficiary's best interest to do so. Where appropriate to preserve other benefits to which the beneficiary may be entitled, all distributions from the trust shall be direct payments to the person or persons who supply either goods or services to the beneficiary, within the Trustee's discretion and to the extent reasonably practicable. In making distributions, the Trustee may but need not take into consideration the income tax rate on said income so as to minimize the income tax liability on the trust income between the beneficiary and the Trust. Further, in investing trust principal, the Trustee may invest for growth or in tax-free instruments, rather than create taxable income, so as to minimize the income tax consequences to the Trust. Any income not distributed in any given tax year shall be added to trust principal.

3. Termination of Trust. Upon the death of the beneficiary, the Trustee shall distribute any trust estate then remaining, after payment of all expenses of administration and the beneficiary's reasonable funeral and burial expenses ("remainder"), to **NICOLE L. CLINE's** then surviving descendants, by right of representation and subject to the withholding provisions of paragraph D below, as and if applicable.

4. Merger. I authorize my Personal Representative and my Trustee, respectively, to merge any two (2) or more substantially identical trusts that have the same beneficiary or beneficiaries.

5. Division of Trust(s). I authorize my Personal Representative and my Trustee, respectively, to divide any trust into two (2) or more trusts with identical terms.

D. Withholding Provisions. Any share of my estate passing to a beneficiary who is under the age of twenty-five (25) years at the time of distribution may be transferred by my Personal Representative or Trustee, as the case may be, to a custodian appointed by such Personal Representative or Trustee pursuant to the Washington Uniform Transfers to Minors Act (RCW 11.114) or similar act in the beneficiary's state of residence (the "applicable Act"), to be held, managed, and distributed pursuant to the applicable Act for the benefit of such beneficiary until he or she attains the age of twenty-five (25) years, or the oldest age allowed under the applicable Act, whereupon the custodianship shall terminate. Should the beneficiary die prior to the termination of the custodianship, any part then held by the custodian shall be distributed to said beneficiary's estate, subject to the withholding provisions of this paragraph, as and if applicable.

ARTICLE VI **Protective Provision**

Neither the income nor the principal of any trust created by this Will shall be alienable by any beneficiary, whether income or remainder beneficiary, either by assignment or by any other method, and the same shall not be subject to being taken by a beneficiary's creditors or by any representative thereof, by any process whatever, including, but not limited to, proceedings in bankruptcy, nor shall the same be available to satisfy a beneficiary's obligation to support any

TESTATRIX'S INITIALS: JK

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other person. This provision shall not limit the exercise of any power of appointment or the right to disclaim.

ARTICLE VII

Trustees

A. Trust for Spouse. I have appointed my husband, **BRIAN R. KEITH**, as Trustee of any trust established for my husband's benefit under Article IV above (Disclaimer Trust). In the event **BRIAN R. KEITH** is or becomes unable or unwilling to so serve, then I appoint my friend, **DANIEL E. MISICO**, currently of Danbury, Connecticut, as alternate or successor Trustee; and in the event he is or becomes unable or unwilling to so serve, then I appoint my daughter, **NICOLE L. CLINE**, as alternate or successor Trustee. Each of the above-named individuals, in order of priority listed, shall have the power to name or appoint an alternate or successor Trustee, to serve in the event none of them is able or willing to so serve.

B. Trust for Son. I appoint **DANIEL E. MISICO** as Trustee of any trust created for the benefit of my son, **MATTHEW R. KEITH**, under Article V above (Distribution on Survivor's Death). My daughter, **NICOLE L. CLINE**, shall have the power to name or appoint an alternate or successor Trustee, whether individual or corporate, to serve in the event **DANIEL E. MISICO** is unable or unwilling to serve as Trustee, without the need for court approval.

C. Resignation. Any Trustee may resign without approval of the court by providing written notice of such resignation at least thirty (30) days prior to such resignation to all alternate or successor Trustees named or appointed as set forth above and to the income beneficiary, the income beneficiary's acting agent under an effective durable power of attorney, or the court-appointed conservator of the estate of the income beneficiary, and such resignation shall be effective upon the resigning Trustee's providing an accounting of trust assets in a manner satisfactory to the successor Trustee as indicated by a written acceptance of trust assets and approval of such accounting by the successor Trustee.

D. Powers and Duties of Successor. Any alternate or successor Trustee, upon acceptance, shall have the same powers and authorities herein conferred upon the replaced Trustee, unless otherwise provided in the trust or court order, if any, appointing a successor Trustee. The successor Trustee shall be responsible only for the assets held by the predecessor Trustee or by the legal representative of the predecessor Trustee, and takes as correct the statement of the predecessor Trustee or legal representative that the assets delivered constitute all of the assets of the trust estate without any duty to inquire as to the administration or accounting by the predecessor Trustee. No successor Trustee shall be responsible for any act or omission of a predecessor Trustee.

ARTICLE VIII

Powers and Duties of Fiduciaries

A. General. Trustee shall have the duties, powers and rights imposed and granted by law, specifically those powers set forth in RCW 11.98.070, as the same now exist or may hereafter be

TESTATRIX' S INITIALS: 

DATED: MARCH 31, 2022

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amended and except as modified herein.

B. Oath/Accounting. Trustee shall not be required to furnish any oath or bond, nor shall the Trustee be required to comply with the Trustees' Accounting Act, except to the extent such requirements cannot, under law, be waived by me. It is my intention but not direction that the annual statement of account for any trust assets shall qualify as an accounting, unless otherwise specifically requested by the income beneficiary, the income beneficiary's acting agent under an effective durable power of attorney, or the income beneficiary's court-appointed conservator. This paragraph shall not apply to any contracted responsibilities of any corporate or professional trustee.

C. Waiver of Special Notice. Pursuant to RCW 11.97.010, the Trustee shall be relieved of any and all restrictions, duties, and liabilities imposed by or arising from RCW 11.100.140 or any similar requirements of prior case law (as specified in RCW 11.100.140(8)) regarding notice and procedure for non-routine transactions, and the Trustee shall not be liable to any person for any loss, damage, cause of action, or claim attributable to the Trustee's failure to comply with RCW 11.100.140 or any similar requirements of prior case law; provided, however, that this paragraph shall not apply to any corporate trustee.

D. Investments. In acquiring, investing, reinvesting, exchanging, selling, and managing the property of any trust created hereunder, 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.

E. Diversification/Unproductive Assets. My husband shall have the power to require Trustee to promptly convert any unproductive assets in the trust for his benefit into productive assets. Notwithstanding the standard established in paragraph D above, Trustee shall have the authority to retain any trust estate in the same form as received by the Trustee, including real property. Trust property may include undivided interests. The Trustee may also exchange any real property, and retain any real property received in exchange.

F. Determinations Regarding Principal and Income. Trustee shall have the power to determine, except as may be expressly prohibited by the Washington State Principal and Income Act, all questions as to what constitutes income or principal, as well as the power to allocate to income or to principal or to apportion between them any receipt or gain, and any charge, disbursement, or loss as Trustee, in his or her sole discretion, deems advisable.

G. Compensation; Reliance Upon Advisors. Trustee shall be entitled to reasonable compensation for services rendered as Trustee; provided that any professional or corporate trustee shall be entitled to reasonable compensation for its services as is in accordance with its regularly established fee schedule or, in the absence thereof, what is customary for a Trustee in the state of Washington. Trustee may employ such agents and advisors, including attorneys, accountants and investment advisors, as Trustee considers appropriate; and shall be entitled to rely on advice given by

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DATED: MARCH 31, 2022

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advisors within their areas of competence.

H. Disclaimers and Releases. For a period of nine (9) months following my death, the Trustee and/or the Personal Representative of my estate may, but need not, disclaim or release all or any portion of a legacy, devise, bequest, gift, or power of appointment passing to or created in me, unless already accepted by me. These powers shall be in addition to any similar powers provided to my Personal Representative or Trustee under applicable law.

I. Reliance on Good Faith Actions; Liability. Every action made in good faith by the Trustee in the exercise of any power, authority, judgment, or discretion conferred hereunder (including, without limitation, disclaimers, releases, or elections with respect to taxes) shall be conclusive and binding upon all persons entitled to the assets of my estate or of any trust established hereunder. If the Trustee has special skills, the Trustee is under no extra duty to exercise those special skills, unless the Trustee is a bank or corporation with trust powers, or is named as a Trustee on the basis of representations of special skills or expertise. A Trustee shall not be liable for loss caused by or resulting from an error of judgment with respect to any action taken or omitted requiring the exercise of discretion if the Trustee shall have acted in good faith, nor shall the Trustee be liable for loss caused by or resulting from any other act or omission in the absence of bad faith. The Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law, if reasonable care was exercised in the selection and retention of such counsel. If no beneficiary of my estate formally objects to the final report, accounting, or declaration of completion of my Personal Representative, the Trustee shall not be required to investigate the activities of my Personal Representative nor shall any Trustee incur liability for failure to seek redress for any such action of my Personal Representative.

J. Disabled Beneficiary - Purposes. Notwithstanding any other provision herein to the contrary, the purpose of any bequest hereunder with respect to any beneficiary who is handicapped or disabled shall be to provide extra and supplemental health, support, maintenance, and education in addition to and over and above the benefits the beneficiary would otherwise be entitled to receive as a result of her/his handicap or disability from any local, state, or federal governmental department or agency, or from any private agency, any of which provides services or benefits to handicapped or disabled persons. In light of that purpose, I give my Personal Representative the authority, in her or his sole and absolute discretion, to establish a discretionary trust for the benefit of any disabled or handicapped beneficiary, my express intention being that any distributions of income or principal to the beneficiary from any such trust be made at the sole and absolute discretion of the trustee, my Personal Representative, or any custodian. Such discretion and authority shall include the power to appoint a trustee and name a successor trustee, and to establish such other terms of the trust as my Personal Representative deems reasonably necessary.

K. Applicable State Law. The validity of any trust created under this instrument, and the validity and effect of all transfers of property to the Trustee pursuant to this instrument or under operation of law shall be determined with reference to the laws of the State of Washington. The interpretation and construction of the terms of this instrument, and all other matters concerning the rights and duties of the beneficiaries and the Trustee of any such trust, shall be determined with

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reference to the laws of the state in which the Trust is being administered from time to time.

L. Residence. If I am survived by my husband and if any trust established for his benefit holds property which has been used by us as our family residence, whether primary or secondary, and including any weekend, vacation, or seasonal home (collectively referred to as the "residence"), then the Trustee shall have the following powers with respect to said residence:

1. The residence shall be held in trust for the benefit of my husband, so long as my husband desires and is able to make use of the same. My husband shall have the right to occupy and use the residence rent-free. The Trustee shall pay the trust's proportionate share (based upon ownership interest) of all mortgage payments, taxes, insurance, assessments, repairs, and other charges necessary to maintain the residence and, at the Trustee's discretion, may advance expenses for reasonable improvements.

2. My husband may at any time direct the Trustee to sell the residence and apply the proceeds of sale toward (a) a replacement residence as my husband may select and as the Trustee may deem appropriate, or (b) all or a portion of the rent payable with respect to any dwelling selected by my husband as a residence. Any proceeds in excess of the cost of such replacement residence or rental payments shall be added to the trust estate. Any replacement residence shall be subject to the terms of this section, including this provision regarding replacement.

3. At such time as my husband is unable or unwilling to make use of the residence, the Trustee may sell the residence.

ARTICLE IX

Appointment of Personal Representative

A. Personal Representative. I appoint my husband, **BRIAN R. KEITH**, as Personal Representative of my estate. In the event he is unable or unwilling to act as Personal Representative, then I appoint my friend, **DANIEL E. MISICO**, currently of Danbury, Connecticut, as alternate or successor Personal Representative; and in the event he is unable or unwilling to act as Personal Representative, then I appoint my daughter, **NICOLE L. CLINE**, as alternate or successor Personal Representative.

B. Bond/Nonintervention Powers. I direct that my Personal Representative shall act as such without bond and without the intervention of any court or courts, except for such proceedings as may be required by the laws of the State of Washington in the case of a non-intervention Will. I hereby authorize and empower my Personal Representative to conduct, operate, improve, lease, let, sell, mortgage, invest, and reinvest any and all of my said estate in the manner and at such times and upon such terms and conditions as, in my Personal Representative's judgment, is for the best interest of my estate, and for such purpose to make, execute, and deliver any instruments in writing which may be necessary or proper.

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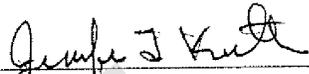
ARTICLE XII
Definitions

A. Unless some other meaning or intent is apparent from the context, the plural shall include the singular and vice versa, and the masculine, feminine, and neuter words shall be used interchangeably.

B. The term “right of representation” means a method of determining distribution as defined in RCW 11.02.005(13).

C. The term “disability” or being “disabled” shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance. Disability of a beneficiary shall be determined by his or her regularly attending physician, or by two other physicians, except that detention by a foreign power or disappearance shall be determined by the trustee, my Personal Representative, or any custodian based on the available facts and circumstances, in which case the determination of such trustee, Personal Representative, or custodian shall be conclusive. Disability may also be determined by a court of competent jurisdiction.

DATED this 31st day of March, 2022.



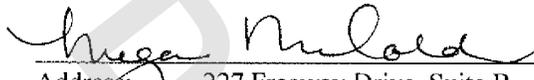
JENNIFER L. KEITH, Testatrix

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

Each of the undersigned being first duly sworn, on oath, states that on this 31st day of March, 2022:

- (1) I am of legal age and competent to be a witness to the Will of **JENNIFER L. KEITH** (the "Testatrix").
- (2) The Testatrix in my presence and in the presence of the other witness whose signature appears below:
 - (a) declared the foregoing instrument to be her Will;
 - (b) requested me and the other witness to act as witnesses to her Will and to make this affidavit; and
 - (c) signed such instrument.
- (3) I believe the Testatrix to be of sound mind, and that in so declaring and signing she was not acting under duress, menace, fraud, or undue influence.
- (4) The other witness and I, in the presence of the Testatrix and of each other, now affix our signatures as witnesses to the Will and make this affidavit.

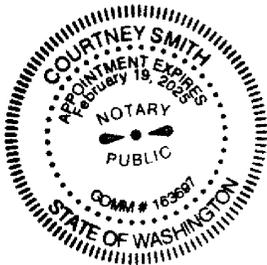
Witness Signature:


Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

Witness Signature:


Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31st day of March, 2022.




Printed Name **Courtney Smith**
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 2-19-2025

Affidavit of Attesting Witnesses