

RETURN ADDRESS:

John S. McMasters
P.O. Box 70567
Seattle, WA 98107



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Skagit County Auditor

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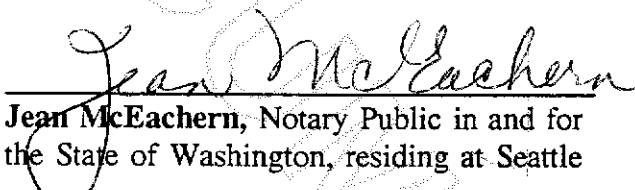
COVER LETTER	
DOCUMENT TITLE:	Certified Copy of Revocable Living Trust
REFERENCE NUMBER OF RELATED DOCUMENTS:	Appointment of Successor Trustee
ON PAGE ____ OF DOCUMENT	
GRANTOR(S):	
1.	Omar Anthony Rockness, Trustee
2.	Bertha Josephine A. Rockness, Trustee
ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT	
GRANTEE(S):	
1.	Omar Anthony Rockness & Bertha Josephone Rockness, Trustees under the Omar and Bertha Rockness Living Trust
2.	
ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT	
LEGAL DESCRIPTION:	
1.	Lt 77 Blk 1 W 1/2 of LT 42 Blk 3 Lk Cavanaugh Subdiv Div 2
ADDITIONAL LEGAL DESCRIPTION ON PAGE ____ OF DOCUMENT	
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	3938-001-077-0007
	3938-003-042-0104

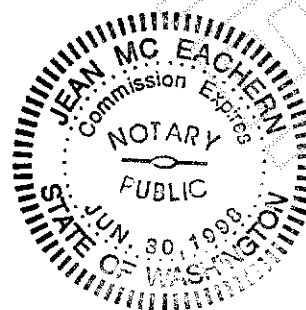
CERTIFIED COPY OF REVOCABLE LIVING TRUST

By authority of Article VI of the below referenced Trust and pursuant to RCW 9.72.085 I hereby certify under penalty of perjury under the laws of the State of Washington that the following statement is true and correct:

- A. **OMAR ANTHONY ROCKNESS and BERTHA JOSEPHINE A. ROCKNESS** established a Revocable Living Trust on **June 26, 1996**. Said Trust is denominated **OMAR AND BERTHA ROCKNESS LIVING TRUST**. The instrument remains in full force and effect and has not been revoked.
- B. I am a Notary Public licensed in the State of Washington. I have attached a true and correct copy of the following portions of said Trust:
1. Establishment of Trust.
 2. Trustees and Their Powers.
 3. Certified Copies of Trust.
 4. Signature Page.

Dated at Seattle, Washington on June 26, 1996.


Jean McEachern, Notary Public in and for
the State of Washington, residing at Seattle



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OMAR AND BERTHA ROCKNESS LIVING TRUST

I. ESTABLISHMENT OF TRUST

This Trust Agreement is made on the date signed below by and between **OMAR ANTHONY ROCKNESS** and **BERTHA JOSEPHINE A. ROCKNESS**, Husband and Wife, as Trustees and Trustees.

A. Name of Trust.

This Trust may be referred to as the:

OMAR AND BERTHA ROCKNESS LIVING TRUST,
dated June 26, 1996.

The formal name of our Trust and the designation to be used for the transfer of title to the name of our Trust is:

**OMAR ANTHONY ROCKNESS and
BERTHA JOSEPHINE A. ROCKNESS, Trustees**
or their successors in trust, under the
OMAR AND BERTHA ROCKNESS LIVING TRUST
dated June 26, 1996
and any amendments thereto.

B. Initial Transfers of Property.

We hereby assign, convey, transfer and deliver to our Trustee all property set forth on Schedule "A", attached hereto, and made part of this Trust Agreement. Our Trustee acknowledges receipt, without consideration, of all assets listed on the attached Schedule "A".

All assets titled in the name of our Trust or in the name of our Trustee, but not listed on Schedule "A", shall be considered a part of our Trust estate as if they had been set forth on the attached Schedule "A".



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C. Additional Transfers to Trust

We, or any other person or entity, may transfer or devise to our Trustee additional assets, real or personal, and may name our Trustee as the beneficiary of life insurance policies, annuities, retirement plans or similar contracts; such assets, policies and proceeds, upon delivery thereof to our Trustee, shall be a part of the Trust estate, subject to all the terms of this Trust Agreement.

D. Character of Trust Assets

All community property, quasi-community property and separate property transferred into our Trust shall be characterized as follows:

1. Community Property

All of our jointly-owned property, community property, quasi-community property, if any, transferred to our Trust, and the proceeds of all such property, shall continue to be characterized as the jointly-owned, community property or quasi-community property of both of us.

2. Separate Property

All of the separate property, if any, of either of us shall remain the separate property, of the contributing Trustor.

E. Acceptance of Trust Property

All property transferred to our Trust and not disclaimed by our Trustee shall be held, administered and distributed according to the terms of this Agreement.

F. Trust Property Schedule

The Trust property transferred to our trust is set forth on the following Schedule "A".

On the annexed Schedule "A", Trustors have placed their initials immediately before each item of property transferred to the Trust. If the initials of both Trustors are present that item of property is community property with each Trustor having a one-half (1/2) interest therein. If the initials of only one Trustor are indicated, that item



of property is the separate property of the Trustor whose initials appear next to said item.

G. Revocation and Amendment.

This Trust Agreement may be amended, modified or revoked as long as both Trustors are alive. Such change shall be in writing and signed by both Trustors and shall be effective upon signing without notice to any successor Trustee. If at the time of such written change anyone other than the Trustors is serving as Trustee or Co-Trustee, such Trustee or Co-Trustee shall also sign said amendment, modification or revocation, unless said Trustee or Co-Trustees refuses to do so, in which case the Trustor shall so state and Trustor's signature shall be sufficient.

1. As long as both of the Trustors are alive, each of them reserves the right, without the consent or approval of the other, to amend, modify or revoke their separate Trusts in whole or in part, or one-half of a joint trust including the principal and the present or past undisbursed income from such principal. Such revocation shall be by an instrument in writing signed by the Trustor and shall be effective upon signing without notice to any successor Trustee. After the first of the Trustors has died, the survivor may amend or revoke only the Survivor's Trust, while the Credit Shelter Trust shall continue as an Irrevocable Trust and will be administered and distributed as set forth herein. On the death of the survivor of the Trustor, the remainder of the Trust Estate and the Trusts created hereinafter shall be irrevocable.
2. While any of this Trust or any separate Trusts created herein remain revocable, the Trustors may, in their discretion, make such use of the funds or properties of these Trusts as they may deem prudent, and such use shall be deemed to have been made with the consent and approval of the Trustees as though a formal writing were submitted.
3. The interest of the beneficiaries is a present interest which shall continue until this Trust is revoked or terminated other than by death. As long as this Trust exists, the Trust properties and all rights and privileges thereunder shall be controlled and exercised by the Trustees named herein.



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II. TRUSTEES AND THEIR POWERS

A. Definition of Trustee

All references in this Agreement to "Trustee" shall be deemed a reference to the person or entity who is then serving as Trustee and shall include alternate or successor Trustees or Co-Trustees, unless the context requires otherwise.

B. Resignation of a Trustee

Any Trustee may resign at any time without court approval by giving written notice to each of us or to our legal representatives. If either of us is not living, written notice shall be given to the successor Trustee, or if there is no successor, to the beneficiaries then entitled to receive income or principal distributions under this Agreement, to their legal representatives, or to the persons having the care or custody of minor beneficiaries.

C. Removal of a Trustee

Any Trustee may be removed under this Agreement as follows:

1. While We are Both Alive and Competent

While we are both alive and legally competent and if we both agree, we shall have the right to remove any Trustee appointed under this Agreement at any time with no requirement that the removed Trustee receive any reason for such termination.

2. While One of Us is Alive or Competent

After the death of one of us or when both of us are alive but only one of us is legally competent, any Trustee appointed under this Agreement may be removed by the competent Trustor at any time with no requirement that the removed Trustee receive any reason for such termination.

3. Removal by Others

After the death or legal incompetency of both of us, any Trustee may be removed by a majority vote of the beneficiaries then entitled to receive income or principal distributions under this agreement or their legal representatives. These



beneficiaries or their legal representatives shall be required to give cause for such Trustee's termination.

4. Notice to Removed Trustee

Written notice of removal under this Agreement shall be effective immediately when signed by the person or persons authorized to make the removal and delivered to the Trustee personally or deposit by United States certified mail, return receipt requested. The written notice removing a Trustee shall designate a successor Trustee.

5. Transfer of Trust Property

The Trustee so removed shall promptly transfer and deliver to the successor Trustee all property of the Trust under the Trustees' possession and control.

D. Designated Successor Trustees.

Whenever a Trustee is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, that Trustee shall be replaced as follows:

1. The Death or Disability of a Trustee While We are Serving as Trustees.

We may serve as the only Trustees or we may name any number of Trustees to serve with us. If any of these other Trustees subsequently die, resign, become legally incapacitated or are otherwise unable or unwilling to serve as a Trustee, we may or may not fill the vacancy, as we both agree.

a. Disability Trustees of OMAR ANTHONY ROCKNESS

Upon the disability of **OMAR ANTHONY ROCKNESS**, if he is then serving as an initial Trustee, he shall be replaced by the following Disability Trustee:

BERTHA JOSEPHINE A. ROCKNESS

If, for any reason, the Disability Trustee named above is unable or unwilling to serve, the following successor Disability Trustee(s) shall serve in the following order of priority until the successor Disability Trustee(s) on the list have been exhausted. Unless otherwise specified, if Co-Disability Trustees are serving, the next following named successor



Disability Trustee shall serve only after all of the Co-Disability Trustees cease to act as Trustees.

- (1) **HOWARD OMAR ROCKNESS.**
- (2) **CHARLENE MARIE KNAPP.**

b. Disability Trustees of BERTHA JOSEPHINE A. ROCKNESS

Upon the disability of **BERTHA JOSEPHINE A. ROCKNESS**, if she is then serving as an initial Trustee, she shall be replaced by the following Disability Trustee:

OMAR ANTHONY ROCKNESS

If, for any reason, the Disability Trustee(s) named above are unable or unwilling to serve, the following successor Disability Trustee(s) shall serve until the successor Disability Trustee(s) on the list have been exhausted. Unless otherwise specified, if Co-Disability Trustees are serving, the next following named successor Disability Trustee shall serve only after all of the Co-Disability Trustees cease to act as Trustees.

- (1) **HOWARD OMAR ROCKNESS.**
- (2) **CHARLENE MARIE KNAPP.**

c. Death Trustees of OMAR ANTHONY ROCKNESS

Upon the death of **OMAR ANTHONY ROCKNESS**, if he is then serving as an initial Trustee, he shall be replaced by the following Death Trustee:

BERTHA JOSEPHINE A. ROCKNESS

If, for any reason, the Death Trustee named above is unable or unwilling to serve, the following successor Death Trustee(s) shall serve in the following order of priority until the successor Death Trustee(s) on the list have been exhausted. Unless otherwise specified, if Co-Death Trustees are serving, the next following named successor Death Trustee shall serve only after all of the Co-Death Trustees cease to act as Trustees.

- (1) **HOWARD OMAR ROCKNESS.**
- (2) **CHARLENE MARIE KNAPP.**



d. Death Trustees of BERTHA JOSEPHINE A. ROCKNESS

Upon the death of **BERTHA JOSEPHINE A. ROCKNESS**, if she is then serving as an initial Trustee, she shall be replaced by the following Death Trustee:

OMAR ANTHONY ROCKNESS

If, for any reason, the Death Trustee(s) named above is unable or unwilling to serve, the following successor Death Trustee(s) shall serve until the successor Death Trustee(s) on the list have been exhausted. Unless otherwise specified, if Co-Death Trustees are serving, the next following named successor Death Trustee shall serve only after all of the Co-Death Trustees cease to act as Trustees.

- (1) **HOWARD OMAR ROCKNESS.**
- (2) **CHARLENE MARIE KNAPP.**

E. No Designated Successor Trustees.

If at any time there is no Trustee acting under this Agreement and there is no person or institution designated and qualified as a successor Trustee, a majority of the beneficiaries then eligible to receive distributions of income or principal under this agreement or their legal representatives shall appoint a successor Trustee. If any Trust existing under this Agreement lacks a Trustee and no successor is appointed pursuant to this Section, the vacancy shall be filled by a court of competent jurisdiction.

F. Responsibility of Successor Trustees.

A successor Trustee shall have the same rights, powers, duties, discretions and immunities as if it had been named as initial Trustee under this Agreement. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee or shall have any duty to examine the records of any earlier Trustee. A successor Trustee may accept the account rendered and the property delivered by or on behalf of a predecessor Trustee as a full and complete discharge of the duties of the predecessor Trustee without incurring any responsibility or liability for so doing.



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G. Powers of the Trustees.

The Trustees shall have full power to do everything in administering these Trusts that they deem to be for the best interest of the beneficiaries, whether or not it be authorized or appropriate for fiduciaries but for this broad grant of authority, including, but not limited to the specific powers listed below:

1. Trustees shall have the following specific powers:

a. Invest and Manage Assets.

Except as otherwise provided to the contrary, to hold funds uninvested in amounts that Trustee deems appropriate, and to invest in any assets Trustee deems advisable even though they are not technically recognized as legal investments for fiduciaries, without responsibility for depreciation or loss on account of those investments, or because those investments are nonproductive.

b. Retain and Dispose of Assets.

To retain the original assets it receives for as long as it deems best, and to dispose of those assets as and when it deems advisable.

c. Make Income Tax Elections.

If no personal representative of a Trustors' estate is then serving, and to the extent permitted by law, to perform in a fiduciary capacity any act and make any and all decisions or elections under state law or the Internal Revenue Code on behalf of that Trustor or his or her estate, including but not limited to, joining in the filing of income and gift tax returns with the Trustor's surviving spouse, claiming the whole or any part of the expenses of administration as income tax deductions for that Trustor's estate or this trust, electing the marital deduction in whole or in part, and selecting taxable years and dates of distribution. Trustee is excused from making equitable adjustments among beneficiaries because of the results of any election that it makes.

d. Expend Funds.

To expend whatever funds it deems proper for the preservation, maintenance, or improvements of assets.



e. Employ Agents.

To employ and compensate and delegate powers to attorneys, accountants, managers, agents, assistants, and advisors without liability for any act of those persons, so long as they are selected and retained with reasonable care.

f. Sign Documents.

To execute deeds, leases, contracts, bills of sale, notes, and other written instruments.

g. Make Distributions to Minors.

To make distributions, whether of principal or income, to any minor child or incompetent person according to the terms of this trust agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established for that person under an applicable Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well being of that person in any manner Trustee deems proper. The receipt by the person to whom payment is made will constitute full discharge of Trustee with respect to that payment.

h. Make Other Distributions.

To make distributions as authorized in the Trust Agreement, including distributions to themselves as Trustees. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and specifically without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties. Trustee is excused from any duty of impartiality with respect to any division or distribution.



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i. Render an Accounting.

To render at any time an accounting to a majority of the income beneficiaries who are then sui juris (having capacity to manage one's own affairs), or to file a judicial settlement in account with a court of competent jurisdiction. Written approval of the accounting by a majority of those beneficiaries, or by such court will be final, binding, and conclusive on all persons interested in the trust estate.

j. Hold Assets as Nominee.

To hold any assets in the name of a nominee without disclosing the fiduciary relationship, or to hold the property unregistered, without increasing or decreasing its fiduciary liability.

k. Borrow Money.

To borrow money from any source (including Trustee in its nonfiduciary capacity) for the benefit of any trust created by this agreement, and to secure the loan by mortgage or other collateral.

l. Compromise Claims.

To compromise, arbitrate, or otherwise adjust claims in favor of or against any trust created by this agreement and to agree to any rescission or modification of any contract or agreement.

m. Liquidate Any Enterprise.

To participate in any type of liquidation or reorganization of any enterprise.

n. Vote Stock Rights.

To vote and exercise all rights and options, or empower another to vote and exercise those rights and options, concerning any corporate stock, securities or other assets or to delegate those rights to an agent, and to enter into voting trusts and other agreements or subscriptions that Trustee deems advisable.



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o. Buy, Sell and Lease Property.

To buy, sell, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without order of court and upon the terms and conditions that Trustee deems advisable. Any lease so made will be valid and binding for its full term even though it extends beyond the duration of any trust.

p. Exercise All Powers.

To exercise all powers granted by this agreement, even though it may also be acting individually, or on behalf of any other person or entity interested in the same matters. Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of any trust created by this trust agreement.

q. Determine Income and Principal.

To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with generally accepted accounting principles and to hold nonproductive assets without allocating any portion of the trust principal to income, notwithstanding the provisions of the Washington Principal and Income Act (R.C.W. Chapter 11.104) or any similar laws, rules, or regulations now or later in effect.

r. Apportion Expenses.

To determine, in a fiduciary capacity, the manner in which the expenses incidental to or in connection with the administration of the trust are apportioned between principal and income.

s. Consolidate Trust Fund.

Unless inconsistent with other provisions of this instrument, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests.



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t. Business Operations.

To operate, either solely or in conjunction with others, any business operation or enterprise of any nature, whether it be an individual business, general or limited partnership, corporation, or otherwise for as long a time and in such a manner as the Trustees deem proper for the best interests of the Trust, with full power to organize and/or operate as a sole proprietorship or partnership, to incorporate such business or to execute or join in any plan thereof with full power to borrow monies as the Trustee(s) may deem advisable for the purposes thereof.

u. Hire Investment Services.

To employ any investment management service, financial institution, or similar organization to advise it, handle all trust investments, and render all accounting of funds held on its behalf under custodial, agency, or other agreements and if no Trustee is corporate, to pay the costs of those services as an expense of administration in addition to fees and commissions.

v. Manage Real Estate.

To hold, manage, and develop real estate, to grant easements and to make dedications as it deems advisable.

w. Trade in Securities.

To buy, sell, and trade in securities of any nature, including short sales, on margin or otherwise, to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by Trustee with such brokers as security for loans or advances made to Trustee.

x. To Trade Options.

The Trustee shall be empowered to maintain a stock and index option account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, and to buy, sell and otherwise trade stock and index options, including puts and calls, whether or not covered by the underlying securities held in the brokage account.



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y. Maintain Insurance.

To effect and keep in force life, fire, rent, title, liability or casualty insurance, or other insurance of any nature, in any form, and in any amount.

z. Appoint Agents in Other Jurisdictions.

If for any reason the Trustee is required or deems it advisable to take any actions in any jurisdiction in which it is not permitted under the laws of such jurisdiction to qualify as a Trustee, the Trustee may appoint to act in such other jurisdiction such person or corporation as the Trustee deems advisable.

aa. Access Safe Deposit Box.

To have access to any safe deposit box in Trustor(s)' name, to deposit any items therein, and to remove any items therefrom, provided Trustee shall keep a record of all such deposits and withdrawals and make said record available to Trustors or any beneficiary who has an interest therein.

bb. Make Gifts.

To make gifts to any person, entity, or charity, and, if Trustee is not Trustor, to make said gifts consistent with Trustor's accustomed pattern of gift-giving.

2. Any Trustee may decline to act or may resign as Trustee at any time by delivering a written resignation to the beneficiaries of a Trust then subsisting.
3. Any Trustee may, from time to time, delegate to one or more of the remaining Trustees any powers, duties or discretions. Every such delegation shall be a writing delivered to the delegate or delegates and shall remain effective for the time therein specified or until earlier revocation by a further writing similarly delivered. Everyone dealing with the Trustees shall be absolutely protected in relying upon the certificate of any Trustee as to whom the Trustees are acting for the time being and as to the extent of their authority by reason of any delegation or otherwise.
4. From the income of the Trust hereby created or, if that be insufficient, from the principal thereof, the Trustees shall pay and discharge all expenses incurred in the administration of the Trusts.

OMAR AND BERTHA ROCKNESS LIVING TRU



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5. No successor Trustee shall be liable or responsible for any misfeasance, act, omission or default of any prior Trustee.
6. When the husband and wife Trustors are acting as Co-Trustees herein each may act and sign any documents on behalf of the Trust independent of the other. Only one signature of either of said Trustees shall be required to act on behalf of the Trust.

H. No Bond Required.

No Trustee named or designated herein need give bond in any jurisdiction. If a fiduciary's bond may not be dispensed with, the Trustors request that the bond be accepted without surety and in the lowest possible amount. In the absence of breach of Trust, no Trustee shall ever be required to qualify before, be appointed by, or account to any court, or obtain the order or approval of any court in the exercise of any power or discretion given herein.



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VI. CERTIFICATION OF TRUST

B. Certified Copies.

To the same effect as if it were the original, any person or institution may rely upon a copy certified by a Notary Public or Trustor's Attorney to be a true copy of this instrument, or any part thereof, and any schedules or exhibits attached hereto. Any person or institution may rely upon any statement of fact certified by anyone who appears from the original Trust, or a certified copy thereof, to be a Trustee or Trustor hereunder, or Trustor's attorney. Specifically, any stock or bond company, or their transfer agent, or any other person, financial institution or entity may in the transfer of assets to this Living Trust, rely on said certified copy of portions of this Trust identifying the Trustors and/or Trustees and the Powers of the Trustees.



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VI. CERTIFICATION OF TRUST

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VII. SIGNATURES

IN WITNESS WHEREOF, the Trustors have executed this Trust Agreement on June 26, 1996 as Trustors and Trustees:

Omar A. Rockness

Omar A. Rockness, Trustor and Trustee

Bertha A. Rockness

Bertha A. Rockness, Trustor and Trustee

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On June 26, 1996 personally appeared before me **OMAR ANTHONY ROCKNESS** and **BERTHA JOSEPHINE A. ROCKNESS** known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this document and acknowledged that they executed the same.

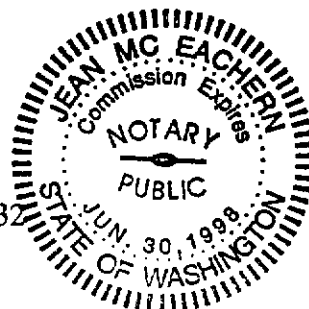
Jean McEachern

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, Washington



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UNOFFICIAL DOCUMENT

STATE OF WASHINGTON } ss.
COUNTY OF SNOHOMISH }

I, Bob Terwilliger, Snohomish County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the document now on file or recorded in my office.

In witness whereof, I hereunto set my hand this 27th day of June 2002

BOB TERWILLIGER, County Auditor

Adam J. ... Deputy



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