

**WHEN RECORDED RETURN TO:**

Debbie Ferguson  
P.O. Box 704  
Carson WA 98610

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**DOCUMENT TITLE(S)**

last will + testament

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

William Richard Tubbs

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Public

☐ Additional names on page \_\_\_\_\_ of document.

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**LAST WILL AND TESTAMENT  
OF  
WILLIAM RICHARD TUBBS**

I, William Richard Tubbs, a resident of 'carson, Washington declare this to be my Last Will and revoke all former Wills and Codicils.

**ARTICLE I  
Identification of Family**

At the present time I am unmarried. In making this Will I have in mind my children, Nick Tubbs, born 1988, Kyle Tubbs, born 1989, Joseph Tubbs, born 1991, Christina Tubbs, born 1988, Cody Tubbs, born 1990, and Annie Tubbs, born 1992, together with any children hereafter born to or adopted by me. Any reference to a "child of mine" or "my children" shall include the persons named or referred to in this Article.

**ARTICLE II  
Appointment of Fiduciaries**

**A. Appointment of Personal Representative.** I appoint my niece, Deborah Leigh Ferguson, as Executor of my estate. If Deborah Leigh Ferguson is or becomes unable or unwilling to serve, I appoint my niece, Shayla Alene Bates as alternate Executor.

**B. Bond; Court Supervision.** My Executor shall have the right to serve without bond and to administer and settle my estate without the intervention or supervision of any court, except to the extent required by law in the case of nonintervention wills. Nothing herein shall prevent my Executor from seeking the assistance of the court in any situation where my Executor deems it appropriate.

**C. Appointment of Trustee for Family Trust.** I appoint my niece, Deborah Leigh Ferguson, as Trustee of the family trust created by Article III, Paragraph A. of this Will. Once serving, any Trustee shall have the right to designate his successor in accordance with the trust administration provisions set forth in Article V. Any reference to an Independent Trustee shall include anyone serving as a Trustee or Co-Trustee, who is not a beneficiary or potential beneficiary of a trust created under this Will.

**ARTICLE III  
Disposition of Residue**

**A. Provision for Descendants.** If I am survived by any of my descendants, I give 50% of the rest and residue of my estate, wherever located (hereafter referred to in

this Article as "residue"), in trust, to the Trustee identified in Article II, Paragraph C. for the benefit of my descendants. This trust, which shall be known as the "Family Trust" (alternatively referred to as the "Trust") shall be held as a single undivided trust for as long as any living child of mine is under age twenty-five (25). If I have no living child under age twenty-five (25), the Trustee shall hold and distribute such assets in accordance with Paragraphs A.2 and A.3 of this Article.

**1. Distributions of Income and Principal.** While any living child of mine is under age twenty-five (25), the Trustee shall distribute income and principal in accordance with the following provisions:

a. The Trustee shall pay to or apply for the benefit of one or more of my children from time to time all or so much of the net income or principal as the Trustee, in the Trustee's sole discretion, deems advisable for the support, health and education of my children. The Trustee's discretion specifically includes the authority to reimburse the guardian of any child of mine, or the person with whom any child of mine resides, for any direct expenses incurred for the support, health and education of my child, and to pay to the guardian or person with whom my child resides such sums as the Trustee deems equitable 1) to compensate for any indirect, general expenses incurred in my child's behalf or 2) to assist in the remodeling or purchase of a home to provide reasonably adequate living space for my child. Such assistance may be in the form of an outright disbursement, the making of a secured or unsecured loan, the taking of an equity interest in the home, or otherwise, as the Trustee deems advisable.

b. The Trustee's discretionary authority to make distributions may be exercised unequally as among my children and in a manner that omits one or more of them from participation in any distribution; however, in making such distributions, the Trustee shall consider the relevant circumstances affecting each child, including age, health, educational talents and requirements, earning capacity and other available sources of income or support known to the Trustee. As a guideline to the Trustee, I declare that providing for my children's support, health and education until they are able to provide for or substantially contribute to their own support is the primary purpose of this Trust. A further purpose is to provide the opportunity for each child to obtain an education beyond the secondary school level by way of such vocational, undergraduate or graduate education as each child may choose, so long as the Trustee deems such education to be beneficial to the child. Distributions may be made for tuition, books, clothes, board, lodging, travel, spending money and other expenses customarily treated as part of the costs of attending a university.

Upon subsequent division of the Family Trust, however, distributions for the purpose of enabling any child to obtain an education beyond the course of study required to obtain a four-year bachelor of arts or sciences or similar degree shall be charged, without interest, as an advancement against that child's share. Neither the Family Trust nor any beneficiary shall be entitled to any refund if such advancements exceed the child's ultimate share.

c. If any child of mine shall die leaving descendants who are living during the term of the Family Trust, the descendants shall be additional beneficiaries along with my surviving children. The Trustee shall bear in mind, however, that my children are the primary beneficiaries of the Family Trust.

2. **Distribution to Descendants.** When no living child of mine is under age twenty-five (25), the remaining Family Trust assets shall be distributed outright to my then-living descendants, per stirpes (subject to any adjustments for advancements). If I have no descendants then living, such assets shall be distributed in accordance with the provisions of the following paragraph as if I had died on such date.

3. **Provision for Others.** I give 50% of the residue to my heirs. If I am not survived by any of my descendants, or by any party named in this provision, I give the entire residue to my heirs.

#### ARTICLE IV

##### Alternative Methods of Distribution

A. **Purpose of Article.** Recognizing that under certain circumstances the terms of this Will may direct that property be distributed outright to a person who is under age twenty-one (21) or under a legal disability; I make the following provisions to facilitate the distribution of property to such persons.

B. **Alternative Methods.** Whenever the terms of this Will direct my personal representative or any Trustee (referred to in this Article as the "fiduciary") to distribute property outright to a person who is then under age twenty-one (21) or under a legal disability, the fiduciary may distribute all or any portion of that property in any one or more of the following ways:

1. Delivery directly to the beneficiary;
2. Delivery to the parent or stepparent of the beneficiary;
3. Delivery to the guardian of the beneficiary's person or property;

4. Delivery to any Custodian for the beneficiary under the Uniform Gifts to Minors Act;
5. Delivery to any existing trust created for the beneficiary;
6. Deposit in a financial institution in an account established in the name of the beneficiary alone pursuant to the laws of the State of Washington;
7. Storage of any tangible personal property in safekeeping with the costs of storage to be borne by the beneficiary; or
8. Sale of any tangible personal property and delivery of the proceeds in any manner permitted by this Article.

Provided the fiduciary acts in good faith, upon delivery of any property in accordance with the provisions of this Article, the fiduciary shall be discharged from all responsibilities in connection with the property.

**C. Discretionary Trust.** Any property not distributed as provided in Paragraph B. of this Article shall be retained by the fiduciary in trust for the beneficiary on the following terms and conditions: During any period in which the beneficiary is under a legal disability or under twenty-one (21) years of age, the fiduciary shall pay to or apply for the benefit of the beneficiary so much of the income and principal of the trust as the fiduciary, in its sole and absolute discretion, determines is advisable for the beneficiary's health, support, education and general welfare. At such time as the beneficiary is neither under a legal disability nor under age twenty-one (21), the fiduciary shall distribute any remaining trust assets to the beneficiary. If the beneficiary dies before all of the trust assets have been distributed, the fiduciary shall distribute any remaining trust assets to the beneficiary's estate.

## **ARTICLE V**

### **Administrative Provisions**

**A. Powers and Duties of Personal Representative.** In addition to any other powers or duties granted to or imposed upon my personal representative by law, consistent with the non-intervention powers referred to in Article II herein, my personal representative shall have all of the powers granted herein to the Trustee of any trust created hereunder together with the following powers and duties, and all such powers may be exercised whether or not necessary for the administration of my estate:

**1. Disposition of Assets.** My personal representative may sell (at public or private sale), grant an option to purchase, exchange, lease for any term, mortgage, pledge or otherwise encumber any assets of my estate on such terms as deemed reasonable.



2. **Borrowing against the Estate.** My personal representative may borrow money, secured or unsecured, from any source for the benefit of the estate at the risk of my estate.

3. **Settlement of Obligations.** My personal representative may pay, renegotiate or settle any debt or claim by or against my estate on such terms as deemed reasonable and abandon or write off any property, debt or claim deemed worthless or uncollectible.

4. **Distribution.** My personal representative may distribute any portion of the income or principal of my estate in advance of any court decree of distribution or final settlement of my estate. My personal representative may make distributions in cash, in kind or both, and in doing so create fractional interests. My personal representative's valuation of any property distributed in kind, if made in good faith, shall be binding on all parties. If my personal representative is also a beneficiary of my estate, he shall obtain an independent appraisal of property being distributed in kind to him. My personal representative shall not have any obligation to see to the application of any distributions made to or for the benefit of any beneficiary under this Will.

5. **Elections.** My personal representative may make all elections and take any other action affecting taxes, including claiming any administration expenses as either income or death tax deductions, deemed desirable; provided that my personal representative shall make such adjustments for them between the income and principal accounts and/or the recipients or beneficiaries of my estate as may be equitable.

**B. Debts and Expenses.** All expenses of administration chargeable to principal, the expenses of the disposition of my remains, and all my legitimate debts, if and when paid, shall be paid from the principal of my residuary estate. No debt need be paid prior to its maturity in due course and except as otherwise provided in this Will no interest in any property passing under this Will need be exonerated.

**C. Taxes.** All estate, inheritance or other similar death taxes, together with any interest or penalties thereon, arising by reason of my death with respect to any property includable in my taxable estate, and any adjusted taxable gifts, whether passing under or outside of this Will, shall be paid from the principal of my residuary estate without reimbursement from the recipients or beneficiaries of such property, provided, however, that in the event any proceeds of insurance upon my life or any property over which I held a power of appointment are included in my estate for purposes of determining the federal estate tax liability of my estate, then the residue of my estate shall be entitled to receive from the recipients of any such proceeds or property the portion of such federal estate tax liability attributable to such proceeds or property determined in accordance with IRC §§ 2206 and 2207.

**D. Powers and Duties of Trustee.** In administering any trust created under this Will, the Trustee shall have all powers and duties granted to or imposed upon trustees

by the laws of the State of Washington, as now existing or hereafter amended to liberalize such powers, except that, in addition, limitation or modification of them, the Trustee shall have the following rights, powers or duties:

**1. Waiver of Bond and Accounting.** The Trustee shall not be required to post any bond or other security and need not render any periodic accounting as may be required by the Uniform Trustee's Accounting Act or laws of similar import, but, upon written request, shall furnish itemized statements showing all receipts and disbursements received and made during each accounting year of the trust and how they were credited or debited to the income and principal accounts and a list of and the approximate value of each item of property comprising the trust estate as of the end of each year. Such statement and list shall be furnished to each competent, vested, adult beneficiary requesting the same or to the guardian of the person or estate of any vested beneficiary who is a minor or is under a legal disability or, if there is no such guardian, to the parent or person with whom the vested beneficiary resides if that guardian, parent or person requests the same.

**2. Segregation of Assets and Merger of Trusts.** During any period the Trustee holds two or more separate trusts hereunder, the assets of the trusts need not be segregated from one another unless the Trustee deems it advisable. The Trustee may merge any trust created hereunder with any other trust or trusts otherwise created by me whose terms and beneficiaries are substantially the same and thereafter jointly administer them; provided that no such merger may result in expanding the administration or distribution rights, powers and options available to any Trustee hereunder.

**3. Delegation of Duties and Employment of Agents.** In addition to any specific provisions set out below regarding the delegation of duties and responsibilities among Co-Trustees:

a. Any Trustee may employ such agents, attorneys, accountants, brokers, investment counselors, custodians or appraisers as deemed reasonably necessary; and rely upon their legal, tax, investment, or other expert advice; and pay their reasonable fees for their services from the trust estate.

b. Any individual serving as Trustee may enter into a "discretionary account" agreement with a registered investment advisor pursuant to which the advisor has the authority to effect purchases and sales of trust assets without the prior approval of the Trustee provided that the agreement 1) requires the advisor to notify the Trustee of all such transactions within three business days thereafter and 2) requires that the advisor provide a monthly accounting of all assets in the account and all transactions which have taken place during the accounting period.

**4. Investment Powers.** Any individual serving as Trustee hereunder shall have the power and discretion to exercise all investment powers as are granted herein or by law without limitation by such standards as may ordinarily be applicable to trustees and may retain, acquire, and hold property which may be of a kind or quality or cause a degree of diversification other than that ordinarily considered proper for a trust. Without limiting the generality of the foregoing, the Trustee shall have the following specific investment powers:

a. The Trustee may retain, without liability in doing so, any property, real or personal, productive or unproductive, which the Trustee may receive in trust from any source, including, in the case of securities of limited marketability, any property acquired in exchange for such securities, even though such property may be of a kind or quality or cause a degree of diversification other than that which might ordinarily be considered prudent for a trust.

b. The Trustee may retain and pay all or any portion of any premiums on any life insurance policies or interest therein which forms a part of my estate.

c. The Trustee may sell assets to or purchase assets from, and make loans, secured or unsecured, to the personal representative of my estate and beneficiaries of the trusts, even if the Trustee is also the personal representative and even though the assets so acquired may be of a kind or quality or cause a degree of diversification other than that ordinarily considered proper for a trust; provided that any purchase, sale or loan transaction with a beneficiary who is also a Trustee must be approved by an Independent Trustee. No such purchase, sale or loan transaction with a beneficiary-trustee may occur while no Independent Trustee is serving.

**5. Accounting Methods and Equitable Adjustments.** The Trustee may select such fiscal year and method of accounting as it deems appropriate. The Trustee shall determine the allocation of receipts and disbursements between income and principal in accordance with the laws of the State of Washington except as specifically set forth below.

a. The Trustee shall not allocate any of the proceeds of sale of any underproductive property as delayed income to any income beneficiary.

b. Any income from my estate which is distributed to a trust created hereunder, whether such income is distributed currently by the estate or is accumulated and distributed in a subsequent year, shall be treated by the Trustee as principal of the trust.



c. The Trustee shall charge depreciation against income. Capital gain distributions from mutual funds shall be allocated to principal.

d. The Trustee shall have the authority to make such equitable adjustments among beneficiaries as he shall deem reasonably appropriate. The determination of the Trustee as to the desirability and amount of any such adjustment if made in good faith shall be conclusive on all interested persons.

e. The Trustee shall treat partnerships as entities rather than aggregates of the partners and shall account for receipts and disbursements from and to such partnerships as if they had been received from or invested in a corporation.

**6. Distribution.** The Trustee may make distributions in cash, in kind or both, and in doing so create fractional interests. The Trustee's valuation of any property distributed in kind, if made in good faith, shall be binding on all parties. Any Trustee who is also a beneficiary shall obtain an independent appraisal of property being distributed in kind to the Trustee. The valuation of an Independent Trustee shall constitute an independent appraisal. No Trustee shall have any obligation to see to the application of any distributions made to or for the benefit of any beneficiary hereunder.

**7. Early Termination.** In addition to any provisions of law regarding termination of the trust if at any time the trust estate has a market value, as determined in good faith by the Trustee, of \$20,000 or less, the Trustee may, in its sole discretion, terminate the trust and direct the distribution of the trust estate to the then current income beneficiaries of the trust.

**8. Trustee's Duty; Standard of Care.** Notwithstanding any other provision of this Will or of law, any individual serving as Trustee hereunder shall not be liable for any loss, or be held responsible for any action or inaction, so long as such individual Trustee shall have acted in good faith and with honest judgment.

**9. Successor Trustee.** Any individual Trustee serving hereunder may designate his own successor to serve in the event of his resignation, death or incapacity. Such designation shall be in writing, signed by the Trustee and a copy shall be delivered to the successor. The most recent such designation shall prevail. In the event a Trustee resigns, dies or becomes incapacitated without designating a successor, the alternate Trustee identified in Article II shall serve as successor. The determination that a Trustee has become incapable of carrying on his fiduciary duties shall be made by the designated successor, or, if there is none, by the alternate identified in Article II, in each case after consultation with the Trustee's physician and counsel, if any.

**10. Replacement of Trustee.** Any bank or trust company serving as the Trustee of any trust hereunder may be removed by a majority of the adult income

beneficiaries of the trust and replaced by another bank or trust company of such beneficiaries' choice; provided that the power to replace such a trustee shall not be exercised more frequently than once every five years.

**11. Provision against Transfer.** Neither the income nor the principal of any trust created by this Will shall be alienable by any beneficiary, whether income beneficiary or remainderman, either by assignment or by any other method, and the same shall not be subject to being taken by his creditors or his spouse, or by any representatives of them, by any process whatever, including, but not limited to, proceedings in bankruptcy. This provision shall not limit the exercise of any power of appointment or right of withdrawal or disclaimer.

**12. Perpetuities Savings Clause.** Any trust created under this Will, unless sooner terminated in accordance with its terms, shall terminate twenty-one years after the death of the survivor of me and my descendants who are in being at the time of my death. The Trustee shall at the time of such termination distribute the trust estate, including any undistributed income, to the then-current income beneficiaries.

#### **ARTICLE VI** **Miscellaneous**

**A. Number and Gender.** Unless the context indicates a contrary intent, the plural and singular forms of words shall each include the other, and every noun and pronoun shall have a meaning that includes the masculine, feminine and neuter genders.

**B. Survival.** To "survive" me, as that term is used in this Will, a person must continue to live for thirty (30) days after my death.

**C. Descendants.** The "descendants" of an individual include only the following:

1. All such individual's biological descendants, except any person not born in lawful wedlock and his descendants, unless the biological parent who would otherwise cause him or her to be a descendant has acknowledged paternity or maternity in legitimation proceedings, or in an unambiguous signed writing identifying such person by name, or by raising such person in the same household; and
2. Persons adopted by such individual or one of his or her descendants, and their descendants.

If the parent, who would cause a person to be a descendant as defined above, is replaced in an adoption proceeding, such person shall remain a descendant unless such parent

voluntarily consents to the relinquishment of his or her status as parent in connection with such adoption proceedings.

**D. Exclusion of Pretermitted Heirs.** Other than as set forth in this Will, I make no provision for any child of mine or descendant of a deceased child of mine. I specifically make no provision for any person (whether now living or hereafter born), other than a child named or referred to in Article I or a descendant of mine as defined in this Will, who may be entitled to claim an interest in my estate under the laws of the State of Washington.

**E. Legal Disability.** A person is under a legal disability if my personal representative or the Trustee of a trust established under this Will for the benefit of that person determines, in good faith, that the person is incapable of managing his property or of caring for himself, or both, or is in need of protection or assistance by reason of physical injury or illness, mental illness, developmental disability, senility, alcoholism, excessive use of drugs, or other physical or mental incapacity.

**F. Title to Real Property.** Upon my death, title to any real property passing under this Will shall vest in my personal representative in his fiduciary capacity and shall remain so vested until my personal representative distributes or sells that property, at which time title shall vest in the distributee or purchaser.

**G. Disclaimer.** Except as may be otherwise specifically provided in this Will, in the event that any beneficiary disclaims an interest arising out of this Will or any trust created herein it is my intention that the interest disclaimed shall be distributed in the same manner and at the same time as if the disclaiming beneficiary had died immediately preceding the event pursuant to the laws of the State of Washington.

**H. Governing Law.** In making this Will, I have had in mind the provisions of the laws of the State of Washington, particularly those governing the administration of trusts and estates. It is my intention that those laws, as now in effect or as hereafter amended, shall govern the interpretation of this Will and the administration of my estate and any trust created hereunder, to the extent that is possible, wherever my estate or any such trust may ultimately be administered. In the event any other laws should be determined to be the controlling law, it is my hope that the provisions of this Will and my intention regarding the disposition and administration of property will be interpreted in light of the provisions of the laws of the State of Washington under which they were drafted.


**I. Change of Situs.** The Trustee may transfer the place of administration of any trust created hereunder, without the necessity of judicial proceedings and upon written notice to all vested beneficiaries of the trust, provided the Trustee has determined, in good faith, that the transfer would facilitate the economic and convenient administration of the trust and would not materially impair the interests of any beneficiary or potential beneficiary.

**J. Provision to Assure Testacy.** If at any time my personal representative or the Trustee of any trust created hereunder is holding property in circumstances where the other provisions of this Will do not provide instructions regarding the disposition of such property, my personal representative or the Trustee, as the case may be, shall distribute such property to my then-living heirs. If I have no then-living heirs, such property shall be distributed to one or more organizations, of my personal representative's or the Trustee's choosing, which are described in IRC § 2055.

**K. Corporate Successors.** Whenever a corporation or other business entity is referred to herein, the reference shall include any successor organization.

**L. References to Statutes.** In this Will, the abbreviation "IRC" shall refer to the Internal Revenue Code of 1986 as amended.

I have initialed and dated for identification purposes all pages of this, my Last Will, and have executed the entire instrument by signing this page on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_, Washington.

  
William Richard Tubbs

**Attestation and Statement of Witnesses**

Each of us declares under penalty of perjury under the laws of Washington that William Richard Tubbs, the Testator, signed this instrument as his Last Will in our presence, all of us being present at the same time, and we now, at the Testator's request, in the Testator's presence, and in the presence of each other, sign below as the witnesses, declaring that the Testator appears to be of sound mind and under no duress, fraud, or undue influence.

  
[Witness Signature]

\_\_\_\_\_  
[Witness Signature]

Steven L. Ferguson  
[Print Name]

\_\_\_\_\_  
[Print Name]

Residing at Carson, WA.

Residing at \_\_\_\_\_

# SELF-PROVING AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF Skamania

} ss.  
}

We, William Richard Tubbs and Deborah Leigh Ferguson and \_\_\_\_\_, the Testator and the witnesses, whose names are signed to the attached or foregoing instrument in those capacities, personally appearing before the undersigned authority and being first duly sworn, declare to the undersigned authority under penalty of perjury that: 1) the Testator declared, signed and executed the instrument as his last will; 2) he signed it willingly or directed another to sign for him; 3) he executed it as his free and voluntary act for the purposes therein expressed; and 4) each of the witnesses, at the request of the Testator, in his hearing and presence, and in the presence of each other, signed the will as witness and that to the best of his knowledge the Testator was at that time of full legal age, of sound mind and under no constraint or undue influence.

William Richard Tubbs  
William Richard Tubbs

[Signature]  
[Witness Signature]

Steven L. Ferguson  
[Witness Signature]

Andrew Paxton  
[Print Name]

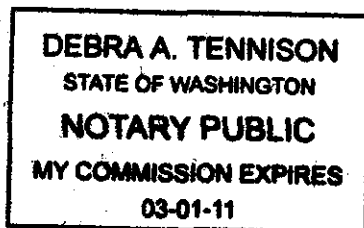
Steven L. Ferguson  
[Print Name]

Residing at Carson, WA.

Residing at Carson, WA.

## Section for Notary Public:

Subscribed, sworn and acknowledged before me by the said William Richard Tubbs, Testator, and by the said \_\_\_\_\_, witnesses, this 7 day of March, 2007.



Debra A. Tennison  
[Signature of Notary]

Debra A. Tennison  
[Print or stamp name of Notary]  
my appt expires 3/1/11