

67395-5-I

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

DENNIS BALE and CLARENCE ALLEN BALE,

Respondents/Cross-Appellants,

v.

GARRY L. ALLISON, individually and as the Personal
Representative of the ESTATE OF ROBERT E. FLETCHER,

Defendants,

JOHN F. FLETCHER and ROBERT G. FLETCHER,

Appellants.

REPLY BRIEF SUPPORTING THE BALES' CROSS-APPEAL

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COURT OF APPEALS DIV I
STATE OF WASHINGTON

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I. The Bales' Notice of Cross-Appeal is Timely.

A Judgment Summary in favor of Dennis and Allen Bale was entered in the King County Superior Court docket for this case on July 8, 2011. According to the Judgment Summary, title to the Winthrop property was awarded to the Bales, and the Fletchers were directed to perform all actions and provide all documents necessary to provide clear title to the Bales. The Fletchers' Notice of Appeal from the July 8, 2011, Judgment Summary was entered on the King County Superior Court docket on July 12, 2011. That notice was signed by trial counsel on July 11, 2011, and the certificate of service states that the notice was served by mail on July 11, 2011. (Keep in mind that the first Fletcher Notice of Appeal did not attach or seek review of the trial court's findings and conclusions, an omission that appellate counsel later thought necessary to correct).

The filing of the Fletchers' first Notice of Appeal of the Judgment Summary did not trigger an obligation by the Bales to notice a cross-appeal. As matters stood then, the Bales had no objection to the Judgment Summary in their favor and were entitled to defend the trial court's ruling on any grounds supported by the record, so long as no further affirmative relief was sought by the Bales. *See State v. Kindsvogel* 149 Wash.2d 477, 69 P.3d 870 (2003); and *State v. BeeXiong*, 137 Wash. App. 720, 154 P.3d 318 (2007).

Subsequently, on July 12, 2011, Findings of Fact and Conclusions of Law, signed on July 9, 2011, by Judge Carol Schapira, were filed and

entered in the King County Superior Court docket. Exactly thirty days from July 12, 2011, on August 11, 2011, the Fletcher's appellate counsel filed and mailed an Amended Notice of Appeal seeking review not only of the July 8, 2011, Judgment Summary, but also of the Findings of Fact and Conclusions of Law entered in the record on July 12, 2011.

The Amended Notice of Appeal seeks review of and attaches the July 12, 2011, findings and conclusions, presumably to lay the foundation for the Fletchers' challenge of them on appeal and in order to comply with RAP 5.3(a) which requires the appellant to designate the decision or part of the decision for which review is sought.

On August 12, 2011, one calendar day after appellate counsel filed the Fletcher's Amended Notice of Appeal, which included the Court's findings and conclusions, the Bales served and filed their Notice of Cross Appeal, also addressing the findings and conclusions. The filing of respondent's Notice for Cross Appeal was timely under RAP 5.2(f). The Bales' notice was filed well within the 14-day period after the Fletchers' amended notice was filed, as allowed under that rule.

The Bales saw no express error in the Judgment Summary, which reflected an award that favored the Bales. And they were entitled fully to defend it without seeking cross-review. However, when the Fletchers served the Amended Notice of Appeal, adding a request for review of the findings and conclusions, the Bales were then called upon to consider filing a Cross Appeal addressing certain errors in the findings by the trial

court. In an exercise of caution, possibly unnecessary¹ under case law as articulated in *Kindsvogel*, the Bales cross-appealed: the Bales point of concern being that the trial court failed to find factually or to conclude that an oral contract to devise had been proved by the Bales with evidence reaching the elevated (“clear, cogent and convincing”) quantum of proof actually employed by the Court, or—more appropriately—reaching the lesser “Worden” quantum of proof, which the Court should have employed, given the existence and probate of Bob’s Will.

II. There Has Been No Waiver of the Bales’ Quantum of Proof Argument Based on the Rule in “Worden.”

Before trial, the Bales argued, citing, *inter alia*, *Worden v. Worden*, 96 Wn. 592, 165 P. 501, 506 (1917), that because the existence of a will “is strong confirmatory proof that such an agreement [to devise] was entered into: a case of this kind would not require the same degree of convincing evidence as those cases where no will had been made in conformity with an alleged oral contract.” *See* Plaintiffs’ Trial Brief, CP 126; and see generally Plaintiff’s Trial Brief, CP 126-27.

The evidence at trial included proof of the terms of the 2003 Will of Bob Fletcher, through which Bob left the bulk of his estate to his personal representative and third wife, Garry Allison, but left the Winthrop property and its furnishings and surrounding land to “my

¹ Perhaps the Court will deem the Bales’ notice of cross-appeal and the formal cross appeal itself to have been unnecessary. If that occurs, then the appellants’ objection to timeliness of notice of cross-appeal is beside the point.

stepsons Dennis Bale and Alan Bale,” who are defined in the Will as Bob’s “immediate family” [Appendix A]. That Will’s authenticity and effectiveness were supported by the fact of its admission to probate on July 1, 2009 and as Exhibit 1 at trial, and by the fact that most of Bob’s estate was in fact transferred to Garry Allison. CP 184, 198.

Starting with the trial brief, throughout these proceedings the Bales’ counsel has argued that the proof at trial would and did meet the most exacting burden of proof that can conceivably be applied here (“clear, cogent and convincing” evidence). And in addition, the “Worden” rule on standard of proof and the other pertinent cited cases have all been drawn to the Court’s attention. The appropriate quantum of proof required is a question of law, which is reviewed *de novo*, and thus this Court is “not confined by the legal issues and theories argued by the parties.”

Bainbridge Citizens United v. Wash State Dep’t of Natural Res., 147 Wn. App. 365, 371, 198 P.3d 1033 (2008). Further, this Court may sustain a trial court’s ruling on any correct ground, even if the trial court did not consider it. *Id.* Therefore, this Court may base its decision on the sufficiency of proof of an oral contract to devise, using the “Worden” rule cited in the Bales’ trial materials, even if that rule did not form the basis for the trial court’s decision.

There has been no waiver. It makes no sense for the Fletchers to now argue that, by the Bales’ asserting that their evidence reaches the highest of the elevated standards, then as a result the Bales have waived their right to point out that the proof at trial in fact reaches both standards,

the “Worden” standard as well as the “clear, cogent and convincing” standard. In this cross-appeal, the Bales argue that application of the “Worden” rule is appropriate. The trial court’s failure to employ “Worden” is error and the use of the proper standard results in an additional ground (oral contract proved) for affirming the decision below.

III. Objective Evidence in the Record Below Shows an Oral Contract Between Bob and the Bales that Meets Both Standards: “Clear, Cogent and Convincing” And The “Worden” Rule. The Trial Court Findings to the Contrary are Error.

There has been much argued already concerning Bob’s commitment to leave the Winthrop property to Allen and Denny via his Will, in return for Allen and Denny’s agreement to expand, improve and rehabilitate the property as consideration for Bob’s devise. Simply put, Bob, Allen and Denny each performed as promised; the problem here arose only because the Fletchers took advantage of a vulnerable adult and inveigled Bob into signing a quitclaim deed (albeit a defective one) in an attempt to remove the property from Bob’s estate.

There is additional evidence in the record below that deserves highlighting for the Court. That evidence shows clearly the existence of a bilateral agreement between Bob and the Bales regarding the Bales right to the Winthrop property. The evidence concerns the Bales’ agreement with Bob as to the disposition of the ashes of the Bales’ mother, who was Bob’s wife of 28 years, and had recently passed away.

After Edna died in 1999, Bob wanted to spread Edna’s ashes on a hilltop site overlooking the cabin on the Winthrop property, because of his

love for his wife and in memory of all the good times they spent at the Winthrop property. CP 5; RP 154. As Denny Bale testified, it was Edna's preference, known to her boys, to have her ashes spread up at Sweet Grass Butte, where the family would go in the summer months; but Bob "insisted" the ashes be spread at the Winthrop cabin (contrary to Edna's wishes). RP 154. Even though Bob wanted all of the ashes scattered at the cabin, Bob and Denny and Allen worked out an agreement whereby half of the ashes would be spread at Sweet Grass Butte and half on the hillside overlooking the Winthrop property. Denny testified : "So we kind of come to an agreement that half of them would go to the Sweet Grass Butte and the other half of them would be there..." RP 154. As part of the agreement about Edna's ashes, both Denny and Allen also worked on a site for the memorial to Edna. At Bob's request they added a bench, a flower garden and a special tree where half of Edna's ashes were spread, all as a memorial to their mother. CP 5-6; RP 154; RP 316; RP 158-59.

The memorial site on the Winthrop property was specifically selected so that Bob, Denny, Allen and other family members could always look out the kitchen window of the cabin and see Edna's memorial.² CP 6. Over the next two years, Allen carved a trail into the

² Edna's children and grandchildren were Bob's family (as indicted in Bob's Will) and had a close family relationship with Bob for about 38 years (he is grandpa to the grandchildren): a relationship that continued after Edna's passing and Bob's death. Note that the recent Supreme Court decision of *In Re Estate of Blessing*, 174 Wn.2d 228, 272 P.3d 975 (2012) affirmed the continuing familial relationship of stepchildren (here with Bob) after the death of the natural parent (here Edna).

hillside so that Bob and the other family members could easily walk from the cabin up to Edna's memorial. CP 6; RP 318-19. Would Denny and Allen have done all this site work, and committed their mother's ashes to rest there, without understanding the Winthrop property and memorial site would ultimately belong to them? Would Denny and Allen willingly have placed Edna's memorial on a hillside where they could visit or view only by permission or trespass?

IV. The Quit Claim Deed Was Defective and The Newport Yacht Basin Case Is Not Contrary Authority.

The December 2008 quitclaim deed from Bob Fletcher to Robert and John Fletcher was defective for many reasons. First, there was no identification of the Grantees in the body of the deed. It is unclear to whom the property was purportedly being transferred. Second, there was absolutely no recital of consideration. Third, the notary acknowledgment is incomplete; it does not state who appeared before the notary to sign the deed as Grantor. For the foregoing reasons, the deed is defective and does not conform in substance to the statutory requirements for quitclaim deeds; nor has it been duly executed, as required by RCW 64.04.050.

Appellants place much reliance on the recent opinion of this Court in *Newport Yacht Basin Association of Condominium Owners v. Supreme Northwest, Inc.*, ___ Wn.App. ___, 277 P.3d 18 (2012). However, the facts of the current case are very different from *Newport Yacht*, rendering the decision in that case inapposite to the Court's decision here.

The Court in *Newport Yacht* held that a quitclaim deed need not precisely match the form described in RCW 64.04.050, but that the statute requires the deed “in substance” to conform to the statutory language. *See id.* at 25. In *Newport Yacht*, the Court found that the deed met all of the requirements of RCW 64.04.050 in substance: the quitclaim deed identified the Grantors, identified the Grantees, identified the real estate subject to the deed, identified the consideration of “ten dollars and other good and valuable consideration,” stated the intent that the Grantors “convey and quitclaim” the subject real estate to Grantees, and was properly signed and notarized by the Grantors. *Id.* at 25 and 33. The Court also found that consideration was in fact provided for the deed. In contrast, the original December 2008 deed from Bob Fletcher to Robert and John Fletcher failed to identify the Grantees, failed to be properly acknowledged by a notary, and failed to state any consideration—not even “love and affection” or something similar—for the transaction. Therefore, unlike the deed in *Newport Yacht*, which met all of the statutory requirements of RCW 64.04.050, the December 2008 Fletcher deed, in omitting several matters of substance, is facially defective and falls short of the statutory requirements.

To emphasize one point: In addition to the statement of consideration on the face of the *Newport Yacht* deed, the Court found consideration was actually present in the *Newport Yacht* transaction. Unlike the deed in the current case, which the Fletchers claim reflects a gift for no consideration, the *Newport Yacht* transaction stated

consideration in the amount of “ten dollars and other good and valuable consideration,” on the face of the deed. *Id.* at 33. Contrary to the appellants’ assertion, the *Newport Yacht* court did not find that the statement of consideration was not necessary. FR 8. The Court found that the statement of consideration of “ten dollars ...” was sufficient under the statute, *id.*, but in no part of the opinion does the Court state that the complete omission of a statement of consideration was sufficient under RCW 64.04.050. Nor does the *Newport Yacht* court hold that a deed, despite also having defects in identification of the grantor and in the notary’s identification of the grantor, can nevertheless comport with RCW 64.04.050.

Further, the Court found the existence of at least a minimum amount of consideration through the Grantees’ payment of back taxes owed on the parcels and the forbearance from bringing a lawsuit regarding developing the parcels with inadequate parking in violation of local law. *Id.* While the decision in *Newport Yacht* centered on the sufficiency of consideration stated on the face of the deed, the December 2008 Fletcher deed was devoid of any statement of consideration. Therefore, *Newport Yacht* is inapposite to the current case when it addresses the requirements of the quit claim deed statute and does not control the decision here.

V. **The Fletchers Knew the Deed was Defective.**

John Fletcher spoke with an escrow agent, who was a limited practice officer for real estate transactions, in order to determine how to “fill out” the quitclaim deed he downloaded from the internet to transfer

Bob's Winthrop property to him and his brother. RP 560-61. John Fletcher filled out the deed in his own handwriting and the Fletchers took Bob to the bank to have the deed signed before a notary. RP 560-62. However, even with the guidance from the escrow agent, the deed was incomplete when Bob signed it in December 2008.

The Fletchers knew the deed was defective in February 2009, two months before Bob Fletcher's death. RP 564. John Fletcher spoke to his attorney about a separate tax issue when he was informed by the attorney that the deed was not valid. RP 564. Knowing that the deed was defective, John spoke with the escrow officer about fixing the quitclaim deed and "rerecording" it. RP 564. Instead of asking Bob while alive to sign a new deed, John testified that he altered the deed after Bob's death by adding language in his own handwriting to the original deed: "For love and affection, in consideration of. And then I wrote where it says quitclaims to grantees or above – grantees named shown above...so I just put to be clear the same grantees that are listed above." RP 566. In a further attempt to cure the December 2008 defective deed, the altered deed was "rerecorded" on June 26, 2009, two months after Bob's death. RP 564. The act of altering and then "rerecording" the deed shows that the Fletchers knew the deed was defective through the omission of a statement of consideration, and the failure to identify the Grantees; and in fact John had been so advised by his attorney. The attempted alteration after Bob's death cannot cure the defective deed.

The Fletchers also tried to cure the defective deed through manipulating the contents of the Real Estate Excise Tax Affidavit. It is noteworthy that the appellate court in the *Newport Yacht* opinion rejected the use of a Real Estate Excise Tax Affidavit and testimony as inadmissible extrinsic evidence about the effect of a quit claim deed. *Newport Yacht* at 27-28. Yet here the Fletchers are trying—by using a Real Estate Excise Tax Affidavit as extrinsic evidence (as disallowed by *Newport Yacht*)—to cure the blanks and omissions in the Winthrop property deed: the deed that was found wanting by the trial court.

VI. **The Bales Should Be Awarded Their Fees and Costs Below and On Appeal.**

Pursuant to RCW 11.96A.150 this Court may exercise its discretion to award fees and costs to any party as the court deems fair. “Either the superior court or any court on an appeal may, in its discretion, order costs, including reasonable attorneys' fees, to be awarded to any party: (a) From any party to the proceedings; (b) from the assets of the estate or trust involved in the proceedings; or (c) from any nonprobate asset that is the subject of the proceedings. The court may order the costs, including reasonable attorneys' fees, to be paid in such amount and in such manner as the court determines to be equitable. In exercising its discretion under this section, the court may consider any and all factors that it deems to be relevant and appropriate, which factors may but need not include whether the litigation benefits the estate or trust involved.” RCW 11.96A.150(1). Additionally, in the recently decided case of *In Re*

Blessing, the Washington Supreme Court authorized fees and costs under RCW 11.96A.150 to the “prevailing parties.” *Blessing* at 238.

This matter is appropriate for an award in favor of the Bales as the prevailing party, and against the Fletchers. Because of the Fletchers’ intentional subversion of Bob’s commitment and estate plan, the Bales were forced to shoulder extraordinary financial burdens in order to protect their right to the Winthrop property which was promised to them many years ago, specifically left to them in Bob’s Will, and for which they have provided much in terms of labor and in terms of acquiescing in the Winthrop location of a resting place and a memorial for their mother, who was Bob’s wife of 28 years.

RESPECTFULLY SUBMITTED this 26th day of July, 2012.

KUTSCHER HEREFORD
BERTRAM BURKART PLLC



Karen R. Bertram, WSBA No. 22051
Attorneys for Respondents/
Cross-Appellants Dennis Bale and
Clarence Allen Bale

**CERTIFIED
COPY**

FILED
09 JUN 19 PM 3:00
KING COUNTY
SUPERIOR COURT CLERK
KENT, WA

LAST WILL AND TESTAMENT

of

ROBERT E. FLETCHER 09-4-03 224-3 KNT

I, ROBERT E. FLETCHER, of King County, WA, being of sound and disposing mind and a citizen of the United States, do hereby publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills heretofore made by me.

I

For identification purposes only, my immediate family at the time of this instrument consists of myself, born January 10, 1922, my close companion, GARRY L. ALLISON, born August 19, 1923, my adopted daughter, TONI MARIE HAMMOCK, of Port Orchard, WA; and my two stepsons, DENNIS BALE, of Orville, WA, and ALAN BALE, of Kent, WA. I have no other children, adopted or otherwise. I make no provisions for any of the individuals listed above, their issue or descendants, or any other individual except as is specifically set forth herein.

ORIGINAL

SNURE, REGEIMBAL & BURKE, PLLC
612 S. 227th Street
Des Moines, WA 98198
(206) 824-9808

RF
INITIALS

II

I direct that upon my death, there first be paid from my estate all my just debts against which there is no legal defense, as these come due, including my funeral expenses, expenses of last illness, and expenses of administration. I further direct that upon my death my body be cremated, and that arrangements have been made through People's Memorial Association.

III

After payment of the expenses identified above, I give, devise and bequeath the rest, residue and remainder of my entire net estate, both real and personal property wherever situated, as set forth herein.

If I leave separate, written instructions concerning the disposition of qualified tangible personal property, I give my interests in such property according to such instructions. I intend such instructions to be a "separate writing" under Section 11.12.260 of the Revised Code of Washington and to be given effect as if actually contained in this Will. Such instructions shall be followed only if they are in my handwriting or bear my signature, are dated (whether before or after the date of this Will), and identify both the item of property and its recipient. Handwritten or signed changes to such instruments shall be deemed to have been made on the date of such instructions, unless such changes are separately dated. Unless my instructions direct otherwise, gifts under this paragraph shall be subject to outstanding liens and encumbrances.

All of my interest in qualified tangible personal property, not disposed of according to written instructions under the preceding paragraph, shall be added to the residue of my estate.

V

I give, devise and bequeath the following specific bequests:

A. To my daughter, TONI MARIE HAMMOCK, I give the sum of Two Thousand and 00/100 Dollars (\$2,000.00); and

B. To my stepsons, DENNIS BALE and ALAN BALE, I give my property in Winthrop, WA, share and share alike, and legally described as follows:

That part of the Northwest quarter of the Northwest quarter of Section 17, Township 34 North, Range 22 E.W.M., Okanogan County, WA, described as follows:

Parcel 1:

Beginning at a point which is South 41°55' East 1303.61 feet from the Northwest corner of the Northwest quarter of the Northwest quarter;
Thence South 64°45' West 100 feet;
Thence South 41°55' East 100 feet to the meander line of Bear Creek;
Thence following Bear Creek 100 feet in a Northeasterly direction to the TRUE POINT OF BEGINNING;
Thence continuing along the meander line of Bear Creek Northeasterly 109 feet;
Thence Northwest 41°55' 209 feet;
Thence Southwest 64°45' 209 feet;
Thence South 41°55' East 109 feet;
Thence North 64°45' East 100 feet;
Thence South 41°55' East 100 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

Beginning at a point which is South 41°55' East 1303.61 feet from the Northwest corner of the Northwest quarter of the Northwest quarter;
Thence South 64°45' West 100 feet;
Thence South 41°55' East 100 feet to the meander line of Bear Creek;
Thence following Bear Creek 100 feet in a Northeasterly direction;
Thence North 41°55' West 100 feet to the Point of Beginning.

It is my desire that DENNIS BALE and ALAN BALE allow GARRY L. ALLISON and my nephews, JOHN F. FLETCHER and ROBERT G. FLETCHER, to utilize the above-described Winthrop property for their enjoyment in the future. However, this indication is completely at the discretion of DENNIS BALE and ALAN BALE.

I give, devise and bequeath the rest, residue and remainder of my entire net estate, both real and personal property wherever situated, to GARRY L. ALLISON, to include any US Savings Bonds which I may have in my possession at the time of my death, and any remaining balance in my checking and savings accounts.

VI

I hereby declare that I have made no advancement to any of the beneficiaries designated in this Will. I command my personal representative, or whoever is appointed to take such person's place, not to recognize any alleged advancement unless such advancement is evidenced by a writing signed by myself.

VII

I direct that all estate, inheritance and succession taxes imposed by the Federal Government or by any state, district, territory, or foreign country, and occasioned or payable by reason of my death, whether attributable to properties subject to probate administration or to outside transfers, excepting therefrom generation-skipping taxes, but including penalty and interest, shall be paid out of the residue of my estate disposed of by this Will without apportionment, deduction, or reimbursement, and without adjournment among the residuary beneficiaries.

VIII

If any beneficiary or alleged intestate heir shall contest the probate or validity of this Will or any provisions thereof, or shall institute or join in (except as a party Defendant) any proceeding to contest the validity of this Will or to prevent any provision thereof from being carried out in accordance with its terms (regardless of whether or not such proceedings are instituted in good faith or with probable cause), then all benefits provided for such beneficiary are revoked and such benefits or any benefits provided by law shall be distributed as if such beneficiary or alleged intestate heir were not living. Each benefit conferred herein is made on the condition precedent that the beneficiary shall accept and agree to all the provisions of this Will, and the provisions of this Article are an essential part of each and every benefit.

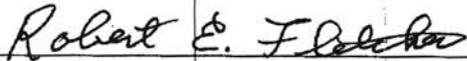
IX

I nominate and appoint my close companion, GARRY L. ALLISON, as my personal representative of this, my Last Will and Testament. In the event that she is unable or unwilling to serve, I nominate and appoint my stepson, DENNIS BALE, as my personal representative of this, my Last Will and Testament. In the event that DENNIS BALE is unable or unwilling to serve, I nominate and appoint my stepson, ALAN BALE, as my personal representative of this, my Last Will and Testament, all to act without bond.

I further direct that my estate be settled without intervention of any court, except to the extent required by law, and that my personal representative settle my estate in such a manner as shall seem best and most convenient to him or her, and I empower my personal representative to mortgage, lease, sell, exchange, and convey the personal and real property of my estate without an Order of court for that purpose and without notice, approval or confirmation.

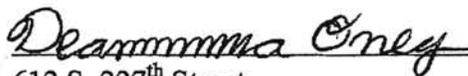
I further authorize my personal representative to renounce and disclaim, in whole or in part, and in accordance with applicable Federal and State law, any property or the succession to any property, or part thereof, or interest therein, of every kind, character, and description, wherever located. This authorization is expressly intended to include any property over which I may have a power of appointment, and whereby I could have effectively renounced and disclaimed said property, interests, and powers.

IN WITNESS WHEREOF, I have initialed the previous seven (7) pages for identification purposes only and have executed this entire instrument by signing this, the eighth (8th) of nine (9) pages, in the presence of the undersigned, whom I have requested to sign as witnesses hereto this 28 day of October, 2003.

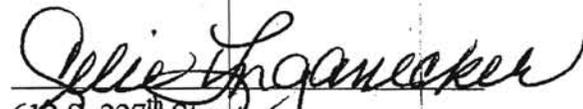

ROBERT E. FLETCHER

The foregoing instrument, consisting of eight (8) typewritten pages, of which this is the last, was on the date thereof signed and published by ROBERT E. FLETCHER, who at said time appeared to be of sound and disposing mind and memory and was by him declared to be ROBERT E. FLETCHER, in the presence of us, who, at his request and in his presence and in the presence of each other, have hereunto set our hands as witnesses thereto this 28th day of October, 2003.

WITNESS:


612 S. 227th Street
Des Moines, WA 98198

WITNESS:


612 S. 227th Street
Des Moines, WA 98198

STATE OF WASHINGTON)

ss.

AFFIDAVIT

COUNTY OF KING)

Each of the undersigned, being first duly sworn, on oath, states that on this 28th day of October, 2003 :

1. That I am over the age of eighteen years and competent to testify to be a witness to the Will of ROBERT E. FLETCHER.

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

a. Declared the foregoing instrument, consisting of seven (7) pages, to be his Will;

b. Requested me and the other witness to act as witnesses to his Will and to make this Affidavit; and

c. Signed such instrument.

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

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

WITNESS:

WITNESS:

Deanna Emma Oney
612 S. 227th Street
Des Moines, WA 98198

Ellie Ingauecker
612 S. 227th Street
Des Moines, WA 98198

SUBSCRIBED AND SWORN to before me the day and year first above written.



Michael V. Regeimbal
Name (Print): Michael V. Regeimbal
NOTARY PUBLIC in and for the State of
Washington, residing in King County.
My commission expires: 2-11-04

**INSTRUCTIONS REGARDING DISPOSITION OF
SELECT TANGIBLE PERSONAL PROPERTY
(RCW 11.12.260, as amended)**

I, **ROBERT E. FLETCHER**, pursuant to the terms of my Will executed on the _____ day of _____, 20____, hereby give the following items of qualified tangible personal property to the following persons and/or institutions listed across from the description of property:

<u>Description of Property</u>	<u>Name and Address of Recipient</u>
1. 100-yr-old 20 gauge shotgun	ROBERT G. FLETCHER
2. 100-yr-old 250-3000 Savage rifle	JOHN F. FLETCHER
3. 100-yr-old Edison record player	JOHN F. FLETCHER
4. All I bonds, checking and savings accounts	GARRY L. ALLISON 22315 - 6 th Avenue S., #B-303 Des Moines, WA 98198
5. _____	_____
6. _____	_____
7. _____	_____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

DATED this _____ day of _____, 20_____.

SNURE, REGEIMBAL & BURKE, PLLC
612 S. 227th Street
Des Moines, WA 98198
(206) 824-9808

ROBERT E. FLETCHER
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STATE OF WASHINGTON } ss.
County of King

I, BARBARA MINER, Clerk of the Superior Court of the State of Washington, for the County of King, do hereby certify that I have compared the foregoing copy with the original instrument as the same appears on file and of record in my office, and that the same is a true and perfect transcript of said original and of the whole thereof. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court at my office at Seattle this _____ day of **JUL 26 2012** 20_____

BARBARA MINER Superior Court Clerk
By _____
Deputy Clerk



FILED

09 JUL -1 PM 4:28

KING COUNTY
SUPERIOR COURT CLERK
KENT, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

Estate of

ROBERT E. FLETCHER

Deceased.

No. 09-4-03224-3 KNT

ORDER:

- 1) ESTABLISHING WILL AND ADMITTING WILL TO PROBATE;
- 2) ADJUDICATING ESTATE TO BE SOLVENT;
- 3) CONFIRMING PERSONAL REPRESENTATIVE TO SERVE WITH NONINTERVENTION POWERS AND WITHOUT BOND.

I. HEARING

1.1 Purpose. To establish and probate the document offered as the Will of the decedent, executed October 28, 2003, in King County, Washington; to appoint the personal representative and to adjudicate solvency.

1.2 Appearance. Michael V. Regeimbal of REGEIMBAL, McDONALD, P.L.L.C., submitted to the Court the documents required to initiate a probate of the Will.

1.3 Evidence. The Court considered the documents submitted in this action by Michael V. Regeimbal.

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II. FINDINGS

On the basis of the foregoing evidence the Court finds:

2.1 Jurisdiction. The decedent died on April 22, 2009, a resident of King County, Washington. At the time of the decedent's death he left property subject to probate in the State of Washington.

2.2 Competence. The decedent was legally competent to execute the offered Will on the dates executed.

2.3 Execution. The offered Will was executed in the manner prescribed by law and provides that the personal representative may serve with nonintervention powers and without bond.

2.4 Petitioner. The petitioner, Garry L. Allison, is legally qualified to act as the personal representative of the estate.

2.5 Solvency. The assets of the estate are in excess of \$100,000.00. The liabilities of the Estate are less than \$5,000.00.

2.6 Notice. No prior notices are required.

III. ORDER

On the basis of the evidence and findings it is ORDERED as follows:

3.1 The offered Will is established as the Last Will of the decedent and is admitted to probate.

3.2 The estate is declared to be solvent.

3.3 The individual nominated as the personal representative in the decedent's Will, Garry L. Allison, is confirmed as personal representative to serve with nonintervention powers and without bond.

3.4 Upon the filing of the personal representative's oath, the Clerk of the Court shall issue Letters Testamentary to Garry L. Allison.

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COURT CERTIFICATE

The affidavit on file was accepted as proof of the Last Will and Testament to be admitted to Probate.

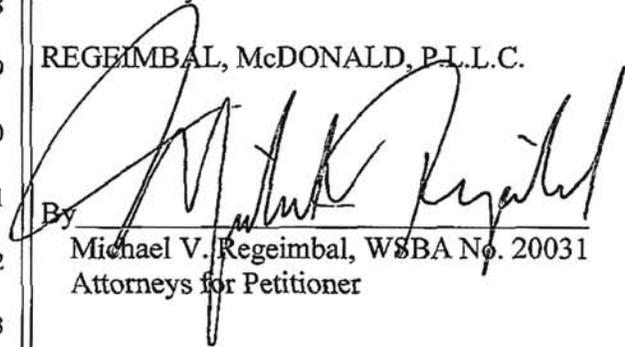
DONE IN OPEN COURT this 1st day of July, 2009.



COURT COMMISSIONER

Presented by:

REGEIMBAL, McDONALD, P.L.L.C.


By _____
Michael V. Regeimbal, WSBA No. 20031
Attorneys for Petitioner

RCW 64.04.050

Quitclaim deed — Form and effect.

*** CHANGE IN 2012 *** (SEE 6095.SL) ***

Quitclaim deeds may be in substance in the following form:

The grantor (here insert the name or names and place of residence), for and in consideration of (here insert consideration) conveys and quitclaims to (here insert grantee's name or names) all interest in the following described real estate (here insert description), situated in the county of, state of Washington. Dated this day of, 19. . .

Every deed in substance in the above form, when otherwise duly executed, shall be deemed and held a good and sufficient conveyance, release and quitclaim to the grantee, his heirs and assigns in fee of all the then existing legal and equitable rights of the grantor in the premises therein described, but shall not extend to the after acquired title unless words are added expressing such intention.

[1929 c 33 § 11; RRS § 10554. Prior: 1886 p 178 § 5.]