

106104

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106289

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**IRREVOCABLE TRUST AGREEMENT**

Trust agreement made ~~January~~ <sup>March</sup> 18, 1988, between **THELMA COUTURE** of Carson, County of Skamania, State of Washington, herein referred as Trustor, and **JAMES H. LINK**, presently of 398 Glenwood Road, Goldendale, Washington, and **ESTHER E. ANDREWS**, presently of 20417 13th NW, Seattle, Washington, herein referred to as "Co-Trustees".

In consideration of the mutual covenants and promises set forth herein, Trustor and Co-Trustees agree:

**SECTION ONE  
Appointment of Co-Trustees**

Trustor hereby appoints **ESTHER E. ANDREWS** and **JAMES H. LINK** as Co-Trustees of this trust.

**SECTION TWO  
Transfer in Trust**

Trustor herewith assigns, transfers and conveys to Co-Trustees the property described in Exhibit "A" attached hereto and made a part hereof by this reference, receipt of such property being hereby acknowledged by Co-Trustees. Such property, hereafter designated "the Trust Estate", shall be held by Co-Trustees in trust for the uses and purposes, and on the terms and conditions, set forth herein.

**SECTION THREE  
Successor Trustee**

If either Co-Trustee resigns or is unable to continue to act as a trustee, the remaining Co-Trustee shall continue in the position as the sole trustee, with all powers and duties originally conferred jointly upon the Co-Trustees herein.

**SECTION FOUR  
Disposition of Principal and Income**

Co-Trustees shall administer and manage the trust estate, collect the income therefrom and, after payment of all taxes and assessments thereon and all charges incident to the management thereof, apply and dispose of the net income and the principal of the trust estate as follows:

12419

REAL ESTATE EXCISE TAX

DEC 9 1988

PAID Exempt

James H. Link  
SKAMANIA COUNTY TREASURER

-1-

Registered E  
Indexed, Cir  
Indirect  
Filed  
Mailed

Registered S  
Indexed, Cir S  
Indirect S  
Filed 11-4-88  
Mailed 11-9-88

Glenn J. Kimmel, Skamania County Assessor  
By: DM Parcel # 3-8-21-2 - 3800

a) Co-Trustees shall pay to or apply for the benefit of Thelma Couture, during her lifetime, in monthly or other convenient installments, all of the net income from the trust estate.

b) Co-Trustees may, at any time, in Co-Trustees' sole discretion, pay to or apply for the benefit of Thelma Couture any part or all of the principal then being held for such beneficiary, if Co-Trustees deem such payments necessary for the proper support, care and maintenance of the beneficiary, considering any other sources of income available to the beneficiary.

c) This trust shall terminate upon the death of Thelma Couture, and thereupon, after first making the payments herein provided, Co-Trustees shall distribute and deliver all of the remaining trust estate in equal shares to the following:

**JOANNE F. RICHARDS  
ESTHER E. ANDREWS  
STANLEY G. COUTURE  
KATHLEEN L. CHERRY  
JAMES H. LINK  
WILLIAM R. LINK**

d) Co-Trustees are authorized and directed to pay out of the principal of the trust estate the proportionate share of any succession, legacy, inheritance, death, transfer or estate taxes, including any interest and penalties thereon, that may be assessed by reason of the death of Trustor.

e) Co-Trustees are authorized and directed, upon the death of Thelma Couture, to pay from the income of the trust estate the expenses of last illness, funeral and burial for said decedent, unless Co-Trustees, in their absolute discretion, determine that other adequate provision has been made for the payment of such expenses.

f) In the event that the principal of the trust estate has been reduced to a fair market value of Ten Thousand Dollars (\$10,000.00) or less, the Co-Trustees shall have the sole discretion to determine that it will be in the best interest of the beneficiary to terminate this trust and distribute the principal then remaining to her together with any accrued or undistributed net income.

#### **SECTION FIVE Additions to Trust**

Trustor and any other persons shall have the right at any time to add property acceptable to Co-Trustees to this trust. Such property, when received and accepted by Co-Trustees, shall become part of the trust estate.

**SECTION SIX  
Irrevocability of Trust**

This declaration of trust shall be irrevocable, and the trustor hereby relinquishes all right, title and interest in and to the property deposited hereunder and any property which may be hereafter deposited hereunder and the income accrued therefrom, and vests in the Co-Trustees all right, title and interest in and to the said property deposited hereunder. The trustor reserves to herself no right to alter or amend this declaration of trust, except for the purpose of changing the successor trustee appointed in Section Three hereof and appointing additional successor trustees.

**SECTION SEVEN  
Powers of Co-Trustees**

A. Co-Trustees shall have the power to do all acts, institute all proceedings and exercise all rights, powers and privileges that an absolute owner of the trust property would have, subject always to the discharge of Co-Trustees' fiduciary obligations. The powers herein granted to Co-Trustees shall be deemed to be supplementary to and not exclusive of, the general powers of Co-Trustees under Washington law and shall include all powers necessary to carry the same into effect.

B. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this trust, Co-Trustees shall exercise the judgment and care, under the circumstances then prevailing, that men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, Co-Trustees are authorized to acquire every kind of property, real, personal or mixed, and to make every type of investment, specifically including, but not limited to, corporate obligations and securities of every kind, preferred or common stocks, and interests in investment trusts and mutual funds, that men of prudence, discretion and intelligence acquire for their own account irrespective of whether that investment would otherwise be classified as a legal or nonlegal investment under the laws of the State of Washington.

C. Any person or persons appointed to act as Co-Trustees under this trust instrument shall not be required to give any bond by virtue of the laws of the State of Washington.

D. Whenever deemed advisable by Co-Trustees, they shall have the power to commence or defend, at the expense of the trust estate, any litigation affecting the trust or any property of the trust estate.

E. Co-Trustees shall charge any tax that may be assessed from time to time on the trust estate to income or to principal or partly to each as the Co-Trustees may determine in their absolute discretion.

F. Except as otherwise specifically provided in this agreement, Co-Trustees shall have full power and authority to determine, in their absolute discretion, what shall constitute principal of the trust estate, gross income from the trust estate and net income of the trust estate distributable under the terms hereof. The term "net income" as used in this trust instrument is intended to mean the difference between gross income received by Co-Trustees from the trust estate and all taxes, assessments, fees, costs and other expenses incurred or paid by Co-Trustees in the administration of the trust estate.

**SECTION EIGHT**  
**Duration of Co-Trustees' Powers**

All of the rights, powers, authorities, privileges, and immunities given to Co-Trustees by this agreement shall continue after termination of the trust created hereby until Co-Trustees shall have made actual distribution of all property held by them hereunder.

**SECTION NINE**  
**Spendthrift Provision**

No title or interest in the money or other property constituting the principal of the trust estate, or in any income accruing therefrom or thereon, shall vest in any beneficiary during the continuance of the trust created hereby. No such beneficiary shall have the power or authority to anticipate in any way any of the rents, issues, profits, income, monies or payments hereby provided or authorized to be paid to such beneficiary, or any part thereof, nor to alienate, convey, transfer or dispose of the same or any interest therein or any part thereof in advance of payment. None of the same shall be involuntarily alienated by any beneficiary or be subject to attachment, execution or be levied upon or taken upon any process for any debts that any beneficiary of the trust shall have contracted or shall contract, or for any torts of such beneficiary or in satisfaction of any other demands or obligations that any beneficiary shall incur. All payments authorized and provided to be made by Co-Trustees shall be made and shall be valid and effectual only when paid to the beneficiary to whom the same shall belong, or otherwise, as herein provided.

**SECTION TEN**  
**Compensation of Co-Trustees**

Co-Trustees named herein and all successor trustees shall be entitled to reasonable compensation for their services herein as a trustee hereunder.



**SECTION ELEVEN  
Rule Against Perpetuities**

Anything herein to the contrary notwithstanding, the trusts hereby created shall terminate not later than twenty-one (21) years after the death of the trustor and all natural persons who are beneficiaries hereunder living at the date hereof, and if any trust hereby created has not sooner terminated, the Co-Trustees shall at said time pay over, convey and deliver the trust estate then in their possession to the persons then entitled to receive the income therefrom, in the same shares or portions in which such income is then being paid to them.

**SECTION TWELVE  
Bad Faith or Negligence of Co-Trustees**

No loss or damage accruing to the trust estate as a result of the exercise of any discretion herein vested in Co-Trustees shall be charged or imputed to Co-Trustees, except for such loss or damage as may result from bad faith or gross negligence in the exercise of Co-Trustees' discretion.

**SECTION THIRTEEN  
Governing Law**

The validity, construction, effect and enforcement of this agreement and of the trust created hereunder shall be determined by the laws of the State of Washington as such laws now exist and may be amended from time to time.

**SECTION FOURTEEN  
Acceptance by Co-Trustees**

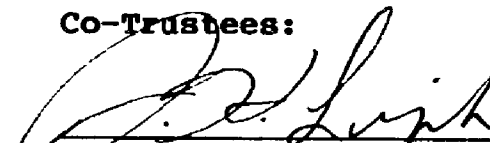

The Co-Trustees named in this trust instrument, by joining in the execution thereof, acknowledge receipt of the property described in Exhibit "A", attached hereto and incorporated herein by this reference, and thereby accept the terms of this instrument and agree to perform all the duties herein imposed and granted upon all the terms and conditions set forth herein.

In Witness Whereof, Trustor and Co-Trustees have executed this agreement at Stevenson, Washington, the day and year first above written.

**Trustor:**

  
THELMA COOFURE

**Co-Trustees:**

  
JAMES H. LINK  
  
ESTHER E. ANDREWS

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STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **THELMA COUTURE**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of March, 1988.

*Jan C. Fielinski*  
Notary Public in and for the  
State of Washington, residing  
at Stevenson, Wa.

Commission expires 4-28-90

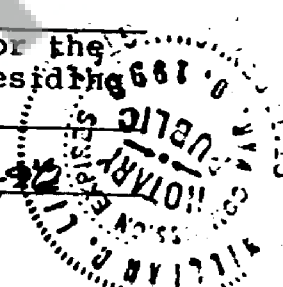
STATE OF WASHINGTON )  
 ) ss  
County of SPOKANE )

On this day personally appeared before me **ESTHER E. ANDREWS**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30<sup>th</sup> day of MARCH, 1988.

*W. B. Link*  
Notary Public in and for the  
State of Washington, residing  
at WOODMUNEE

Commission expires 3-9-90



STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **JAMES H. LINK**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of March, 1988.

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Jan C. Zielinski  
Notary Public in and for the  
State of Washington, residing  
at Stevenson, Wa.

Commission expires 4-28-90

FILED FOR RECORD  
SKAMANA CO. WASH  
BY KIDENSKI & LOURVE

Nov 2 3 57 PM '88  
*G. H. Olson, Dep*  
AUDITOR  
GARY H. OLSON

FILED FOR RECORD  
SKAMANA CO. WASH  
BY *Jan Zielinski*  
Dec 8 4 18 PM '88  
*G. H. Olson*  
AUDITOR  
GARY H. OLSON

EXHIBIT "A"

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1. Real property located in Skamania County, Washington, more particularly described as follows:

Lot 1 of Block 2 of Evergreen Acres, according to the official plat thereof on file and of record at page 142 of Book "A" of Plats, records of Skamania County, Washington;

SUBJECT TO that mortgage dated May 20, 1975 and recorded May 21, 1975 in Volume 52 at page 619 of Mortgages, under Auditor's File No. 79317 in the office of the recording officer of Skamania County, State of Washington, wherein David W. Maurer, a single man, and Victoria L. Cheney, a single woman, are mortgagors and Riverview Savings Association, a Washington Corporation, is mortgagee.

2. All of Trustor's interest in and to real property located in Barnes County, North Dakota, more particularly described as follows:

The North Half (N $\frac{1}{2}$ ), the North Half of the Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ) and the North Half of the South Half of the Southeast Quarter (N $\frac{1}{2}$  S $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section Thirty-Five (35), in Township One Hundred Forty-Two (142) North, Range Sixty (60) West, County of Barnes, State of North Dakota.

3. All of Trustor's interest in and to any motor vehicles of which she is now or may be in the future possessed.