

114602

BOOK 13/ PAGE 173

## TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into this date by and between WALTER M. ANDERSON, LEROY L. ANDERSON and LILLIAN V. MILLER, hereinafter called "Trustors," and WALTER M. ANDERSON, LEROY L. ANDERSON and LILLIAN M. MILLER, hereinafter called "Trustees."

## R E C I T A L S :

WHEREAS, Esther L. Anderson, mother of the Trustors herein, executed a Living Trust Agreement in 1969 and transferred to said Trust certain property located in Skamania County, State of Washington, more particularly described on Annex "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Living Trust Agreement of Esther L. Anderson was amended by Trust Agreement dated March 29, 1971; and

WHEREAS, Esther L. Anderson is now deceased and Walter M. Anderson and Leroy L. Anderson are the sole Trustees of the Esther L. Anderson Trust; and

WHEREAS, the sole beneficiaries of the Esther L. Anderson Trust are Walter M. Anderson, Leroy L. Anderson and Lillian V. Miller, as Trustors herein; and

WHEREAS, Walter M. Anderson and Leroy L. Anderson as Trustees of the Estate of Esther L. Anderson Trust have the right and power to terminate the Esther L. Anderson Trust at their discretion; and

WHEREAS, the Trustors herein desire to revoke the Esther L. Anderson Trust and contemporaneously therewith contribute the property identified in Annex "A" into this Trust to be held pursuant to this Trust instrument; and

WHEREAS, this Trust instrument shall solely govern the management and disposition of the property identified in Annex "A" without regard to the Esther L. Anderson Trust.

W I T N E S S E T H :

Recorded	
Indexed	
Filed	10/20/92
Mailed	

FILED FOR RECORD  
 OCT 20 1992  
 CLERK OF COURT  
 DISTRICT OF COLUMBIA  
 J. J. Williams  
 J. J. Williams

ARTICLE I.

Trust Property

1.01 Transfer of Trust Property: Walter M. Anderson and Leroy L. Anderson as Trustees of the Esther L. Anderson Trust do hereby specifically revoke said living trust for all purposes pursuant to the provisions of Article IX of the Esther L. Anderson Trust with an undivided interest in all of said trust property to be distributed to Esther L. Anderson, Walter M. Anderson and Leroy L. Anderson.

The Trustors herein do hereby convey, transfer and deliver to the Trustee the property itemized on Annex "A" attached hereto. This property, together with other property that hereafter may be added to this Trust, herein designated as the "Trust Property," shall be held, managed and distributed by the Trustee upon terms and conditions as hereinafter provided.

ARTICLE II.

Rights Reserved by Trustors

2.01 Reservation of Rights: The Trustors, during the period that this Trust is revocable, reserve the right to:

- (a) Direct the distribution of net income or principal from the Trust estate;
- (b) Add other property to the Trust estate;
- (c) Amend this agreement in any respect; and
- (d) Revoke this Trust or withdraw at any time any part of the Trust estate.

ARTICLE III.

Trustees' Activities

3.01 Duties: The Trustees shall hold and administer the assets of the Trust estate in accordance with the provisions of this agreement, and they shall manage, invest, and reinvest such assets, collect all of the income and profits therefrom and deduct all proper expenses of administration and distribute the net income and principal as provided in this agreement.

ARTICLE IV.

Amendment, Revocation, and Withdrawal

4.01 Revocable Trust: During the joint lifetimes of the Trustors, they shall have the right, acting jointly, to amend, modify or revoke this Trust in whole or in part at any time or times.

Upon the death of any of the Trustors, the surviving Trustors shall have no further right to amend or modify this Trust, but said surviving Trustors shall have the right to revoke the Trust in whole at any time. Any revocation made pursuant to the provisions of this Article must be by notice in writing delivered to all Trustees and shall be effective immediately upon delivery thereto.

Upon the death of the last Trustor, this Trust shall terminate and the assets shall be distributed as hereinafter provided.

ARTICLE V.

Dispositive Provisions During Lifetime of Trustors

5.01 Distributions to Trustors and Beneficiaries: It is recognized that all the benefits of this Trust shall be divided in three portions for the benefit of the Trustors and/or their spouses or children. The Trustees shall pay to the Trustors, their spouses or children as appropriate, all of the net income of the Trust and so much of the principal as the Trustees shall agree and direct in writing. Any income not distributed under this Article shall be added to principal at the end of any calendar year.

ARTICLE VI.

Death of a Trustor

6.01 Provisions Following Death of Any Trustor: Upon the death of any Trustor, said Trustor's interest in this Trust shall continue to be managed by the Trust as long as the remaining Trustees deem appropriate provided that said Trustor's beneficial interest shall transfer first to his/her spouse for life and upon the death of his/her surviving spouse or if he/she

is not survived by a spouse, then to his/her children by right of representation.

ARTICLE VII.

Power of Appointment

7.01 Power of Appointment by Trustors: Notwithstanding the provisions designated above, each Trustor shall have the right to, by his/her Last Will and Testament, to devise his/her interest in the Trust.

ARTICLE VIII.

Dispositive Provisions for Trust

8.01 Termination by Trustees: This Trust may be terminated at any time by a majority vote of the Trustees. Upon the death of all Trustors, this Trust shall terminate and each Trustor's interest herein shall be distributed according to the provisions of each Trustor's Last Will and Testament or if no such provisions exist, to said Trustor's children by right of representation. It is understood and agreed that all of the beneficiaries then composed shall have the right to continue this Trust upon unanimous consent.

ARTICLE IX.

Trustees Administrative Powers

9.01 General Powers: The Trustees shall have all of the rights and powers now given to Trustees generally under the laws of the State of Washington (which laws by this reference are incorporated into this instrument), and all further and broader rights and powers which may in the future be given to Trustees generally under any subsequent laws of this State. No subsequent repeal or amendment of any such laws shall diminish or restrict the Trustees' rights and powers. All acts of Trustees shall be approved by a majority of said Trustees with said majority vote being binding upon all Trustees and beneficiaries for all purposes. It is understood and agreed by Trustees that each are also beneficiaries of this Trust and that each will have technical conflicts of interest from time to time with respect to the administration of this Trust. Each Trustee hereby waives any conflict of interest and each Trustee shall have the right to

vote on all matters regardless of whether he/she is personally involved or effected by such matter and the majority of Trustees shall be able to decide all issues regardless of actual conflicts of interest.

The enumeration of specific rights and powers below shall not limit the general rights and powers of the Trustees, but shall be an addition to them.

The Trustees shall also have the power to:

(a) Retain Assets: At Trustees' option, hold any or all of the Trust estate in the form of investment in which received; and

(b) Exchange: Sell, purchase, pledge, redeem, exchange or otherwise dispose of Trust properties, including commodities, securities, stocks, bonds, or any other type of property, real or personal; and

(c) Voting: Vote personally or by general or limited proxy any shares of stock which may be held by the Trustees; and

(d) Distribution: Make distribution in cash or in kind or partly in cash or in kind as the Trustees deem most expedient; and

(e) Reserves: Establish cash reserves if the Trustees deem it necessary, out of income or principal, for any purpose; and

(f) Collection: Demand, receive, receipt for, sue for, and to collect any and all rights, money, properties or claims to which the Trust may be entitled; and

(g) Borrowing: Borrow funds for this Trust in such amounts and for such purposes as to the Trustees seem in the best interest of the beneficiaries thereof; the Trustees are authorized to borrow funds from its corporate banking department; to mortgage, pledge or hypothecate or exchange properties and make investments of any kind, real or personal; and

(h) Agents: Employ agents, legal counsel, brokers, and assistants and to pay for their fees and expenses as the



Trustees deem necessary or advisable; rely with acquittance on advice of counsel on questions of law; and

(i) Lending: Lend money to any person or persons upon such terms, with adequate interest and security as the Trustees may deem advisable; and

(j) Principal and Income: To determine in any equitable manner the ascertainment of income and principal, and the allocation between income and principal of any receipt or gain, and any charge, disbursement, or loss, regardless of the terms of the Washington Principal and Income Act; and

(k) Accounting: Render annual statements of account to the income beneficiary. The Trustees are not required to render an accounting to remaindermen; and

(l) Fees: Pay all fees, including compensation for the Trustees, from either income or principal, as the Trustees deem best; and

(m) Waivers and Bond: To be specifically relieved from complying with the Uniform Trustee's Accounting Act or any legislation of similar import, be specifically relieved from complying with the Principal and Income Act or any legislation of similar import; and be expressly relieved of the obligation to file a fiduciary bond; and

(n) Alienation: The beneficial interest (in principal or income hereunder) of any beneficiary hereof shall not be subject to claims of the respective beneficiary's creditors or others, nor to legal process, and shall not be voluntarily or involuntarily assigned, alienated or encumbered; and

(o) Payment of Expenses: All expenses incurred in connection with the settlement of a beneficiary's estate, including debts, funeral expenses, estate taxes, inheritance taxes, interest due at death and penalties concerning taxes, family allowances, fees of attorneys and personal representatives, may be paid by the Trustees out of income or principal, as the Trustees deem best; and

(p) Underproductive Property: The Trustees are specifically relieved from compliance with the provisions of RCW 11.104.120 relating to unproductive property, or any amendment thereto or any legislation of similar import; and

(q) Trustees' Discretion: Unless specifically limited, all judgments, decisions, actions and discretions conferred hereunder upon my Trustees shall be absolute and conclusive on all persons; and

(r) Additional Property: The Trustees are authorized to accept additions to the corpus of this Trust; and

(s) Merger: The Trustees are authorized to merge and consolidate this Trust with any other Trust created for the benefit of the named beneficiaries; and

(t) Generally: Do all things that may be necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust estate.

ARTICLE X.

Miscellaneous Provisions

10.01 Release or Limitation of Powers of Appointment: The donee of any power of appointment may, during his/her lifetime and at any time or times, release his/her power of appointment with respect to all or any part of the property subject to the power, and may further limit the particular persons or classes and in whose favor the power may be exercised.

10.02 Successor Trustee: Any Trustee may during his/her lifetime or by Will may appoint one or more Successor Trustee to represent his/her interest and such Successor Trustee may during their lifetime or by Will may appoint a Successor Trustee. It is the specific intention of the parties that each specific family, (i.e., family of Walter M. Anderson, Leroy L. Anderson and Lillian V. Miller) shall at all times be represented by a Trustee of their selection.

10.03 Invalidity - Construction: If a Court of competent jurisdiction rules invalid or unenforceable any of the provisions of this instrument, the remainder of this instrument shall nevertheless be given full force and effect.

All questions pertaining to the validity, interpretation, construction and administration of this instrument shall be determined in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5 day of Oct., 1992

Walter M. Anderson  
Walter M. Anderson

Leroy L. Anderson  
Leroy L. Anderson

Lillian V. Miller  
Lillian V. Miller

TRUSTORS

Walter M. Anderson  
Walter M. Anderson

Leroy L. Anderson  
Leroy L. Anderson

Lillian V. Miller  
Lillian V. Miller

TRUSTEES

STATE OF Washington ss:  
County of Walla Walla

On this day personally appeared before me WALTER M. ANDERSON, to me known to be the individual 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of Sept, 1992.

Dianna M. Barnett  
Notary Public in and for the State  
of WA, residing at  
Walla Walla



STATE OF California  
County of San Bernardino ss:

On this day personally appeared before me LILLIAN V. MILLER, to me known to be the individual 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21 day of September, 1992.



Michelle Adair  
Notary Public in and for the State  
of California, residing at  
Loma Linda

STATE OF WASHINGTON )  
County of Skamania ) ss:

On this day personally appeared before me LEROY L. ANDERSON to me known to be the individual 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5 day of OCT, 1992.



Gary M. Olson  
Notary Public in and for the State  
of WASHINGTON, residing at  
NORTH BONNEVILLE

ANNEX "A"

Real property situated in the County of Skamania, State of Washington, described as follows:

The South Half of the Northeast Quarter (S 1/2 NE 1/4) of Section 23, Township 3 North, Range 8 E.W.M.;

ALSO: That portion of the North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 23, Township 3 North, Range 8 E.W.M. described as follows: Beginning at a point 1,320 feet east of the northwest corner of the SW 1/4 of the NE 1/4 of the said Section 23; thence east 43.5 feet; thence north  $27^{\circ}$  east 256.7 feet; thence north  $26^{\circ}30'$  west 51.5 feet; thence north  $87^{\circ}$  west 130.7 feet; thence south  $59^{\circ}$  west 54.8 feet; thence south  $17^{\circ}$  west 264.7 feet; thence east 118.14 feet to the point of beginning; TOGETHER WITH all water rights appurtenant thereto.

SUBJECT TO transmission line easement granted to the United States of America for the Bonneville Power Administration by deed dated March 12, 1954, and recorded at page 56 of Book 38, of Deeds, Records of Skamania County, Washington;

AND SUBJECT TO flowage easement and easement for water pipeline and pond granted to L.A. Berge et al. by deed dated September 30, 1954, and recorded at page 273 of Book 39 of Deeds, Records of Skamania County, Washington.

## TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into this date by and between WALTER M. ANDERSON, LEROY L. ANDERSON and LILLIAN V. MILLER, hereinafter called "Trustors," and WALTER M. ANDERSON, LEROY L. ANDERSON and LILLIAN M. MILLER, hereinafter called "Trustees."

## R E C I T A L S :

WHEREAS, Esther L. Anderson, mother of the Trustors herein, executed a Living Trust Agreement in 1969 and transferred to said Trust certain property located in Skamania County, State of Washington, more particularly described on Annex "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Living Trust Agreement of Esther L. Anderson was amended by Trust Agreement dated March 29, 1971; and

WHEREAS, Esther L. Anderson is now deceased and Walter M. Anderson and Leroy L. Anderson are the sole Trustees of the Esther L. Anderson Trust; and

WHEREAS, the sole beneficiaries of the Esther L. Anderson Trust are Walter M. Anderson, Leroy L. Anderson and Lillian V. Miller, as Trustors herein; and

WHEREAS, Walter M. Anderson and Leroy L. Anderson as Trustees of the Estate of Esther L. Anderson Trust have the right and power to terminate the Esther L. Anderson Trust at their discretion; and

WHEREAS, the Trustors herein desire to revoke the Esther L. Anderson Trust and contemporaneously therewith contribute the property identified in Annex "A" into this Trust to be held pursuant to this Trust instrument; and

WHEREAS, this Trust instrument shall solely govern the management and disposition of the property identified in Annex "A" without regard to the Esther L. Anderson Trust.

W I T N E S S E T H:

☒ Direct  
☐ Indirect  
 Filmed 10/20/92  
 Mailed

NOTED  
C. J. JOHNSON

A tract of land located in the Henry Shepard D.L.C.,  
in Section 36, Township 3 North, Range 7 1/2 E.W.M.,  
described as follows:

BOOK 130 PAGE 838

Beginning at a point which is 161.4 feet south and  
125.8 feet east of a monument marking the intersec-  
tion of the north line of the said Henry Shepard  
D.L.C. with the west line of the said Section 36;  
thence south 86 degrees, 58 minutes east 66 feet;  
thence south 12 degrees, 58 minutes west 192.9  
feet; thence north 83 degrees, 28 minutes west  
121.8 feet; thence in a northwesterly direction  
following the county road known and designated as  
Strawberry Road to the point of beginning.

## TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into this date by and between WALTER M. ANDERSON, LEROY L. ANDERSON and LILLIAN V. MILLER, hereinafter called "Trustors," and WALTER M. ANDERSON, LEROY L. ANDERSON and LILLIAN M. MILLER, hereinafter called "Trustees."

## R E C I T A L S :

WHEREAS, Esther L. Anderson, mother of the Trustors herein, executed a Living Trust Agreement in 1969 and transferred to said Trust certain property located in Skamania County, State of Washington, more particularly described on Annex "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Living Trust Agreement of Esther L. Anderson was amended by Trust Agreement dated March 29, 1971; and

WHEREAS, Esther L. Anderson is now deceased and Walter M. Anderson and Leroy L. Anderson are the sole Trustees of the Esther L. Anderson Trust; and

WHEREAS, the sole beneficiaries of the Esther L. Anderson Trust are Walter M. Anderson, Leroy L. Anderson and Lillian V. Miller, as Trustors herein; and

WHEREAS, Walter M. Anderson and Leroy L. Anderson as Trustees of the Estate of Esther L. Anderson Trust have the right and power to terminate the Esther L. Anderson Trust at their discretion; and

WHEREAS, the Trustors herein desire to revoke the Esther L. Anderson Trust and contemporaneously therewith contribute the property identified in Annex "A" into this Trust to be held pursuant to this Trust instrument; and

WHEREAS, this Trust instrument shall solely govern the management and disposition of the property identified in Annex "A" without regard to the Esther L. Anderson Trust.

W I T N E S S E T H:

Noted  
Reviewed, OK  
Trustee  
Filed 10/20/92  
Mailed

NOTED  
G. J. OLSON

Oct 20 1992  
J. Johnson

FILED FOR RECORD  
CLERK OF DISTRICT COURT  
CLERK OF DISTRICT COURT  
CLERK OF DISTRICT COURT



ARTICLE I.

Trust Property

1.01 Transfer of Trust Property: Walter M. Anderson and Leroy L. Anderson as Trustees of the Esther L. Anderson Trust do hereby specifically revoke said living trust for all purposes pursuant to the provisions of Article IX of the Esther L. Anderson Trust with an undivided interest in all of said trust property to be distributed to Esther L. Anderson, Walter M. Anderson and Leroy L. Anderson.

The Trustors herein do hereby convey, transfer and deliver to the Trustee the property itemized on Annex "A" attached hereto. This property, together with other property that hereafter may be added to this Trust, herein designated as the "Trust Property," shall be held, managed and distributed by the Trustee upon terms and conditions as hereinafter provided.

ARTICLE II.

Rights Reserved by Trustors

2.01 Reservation of Rights: The Trustors, during the period that this Trust is revocable, reserve the right to:

- (a) Direct the distribution of net income or principal from the Trust estate;
- (b) Add other property to the Trust estate;
- (c) Amend this agreement in any respect; and
- (d) Revoke this Trust or withdraw at any time any part of the Trust estate.

ARTICLE III.

Trustees' Activities

3.01 Duties: The Trustees shall hold and administer the assets of the Trust estate in accordance with the provisions of this agreement, and they shall manage, invest, and reinvest such assets, collect all of the income and profits therefrom and deduct all proper expenses of administration and distribute the net income and principal as provided in this agreement.

ARTICLE IV.

Amendment, Revocation, and Withdrawal

4.01 Revocable Trust: During the joint lifetimes of the Trustors, they shall have the right, acting jointly, to amend, modify or revoke this Trust in whole or in part at any time or times.

Upon the death of any of the Trustors, the surviving Trustors shall have no further right to amend or modify this Trust, but said surviving Trustors shall have the right to revoke the Trust in whole at any time. Any revocation made pursuant to the provisions of this Article must be by notice in writing delivered to all Trustees and shall be effective immediately upon delivery thereto.

Upon the death of the last Trustor, this Trust shall terminate and the assets shall be distributed as hereinafter provided.

ARTICLE V.

Dispositive Provisions During Lifetime of Trustors

5.01 Distributions to Trustors and Beneficiaries: It is recognized that all the benefits of this Trust shall be divided in three portions for the benefit of the Trustors and/or their spouses or children. The Trustees shall pay to the Trustors, their spouses or children as appropriate, all of the net income of the Trust and so much of the principal as the Trustees shall agree and direct in writing. Any income not distributed under this Article shall be added to principal at the end of any calendar year.

ARTICLE VI.

Death of a Trustor

6.01 Provisions Following Death of Any Trustor: Upon the death of any Trustor, said Trustor's interest in this Trust shall continue to be managed by the Trust as long as the remaining Trustees deem appropriate provided that said Trustor's beneficial interest shall transfer first to his/her spouse for life and upon the death of his/her surviving spouse or if he/she

is not survived by a spouse, then to his/her children by right of representation.

ARTICLE VII.

Power of Appointment

7.01 Power of Appointment by Trustors: Notwithstanding the provisions designated above, each Trustor shall have the right to, by his/her Last Will and Testament, to devise his/her interest in the Trust.

ARTICLE VIII.

Dispositive Provisions for Trust

8.01 Termination by Trustees: This Trust may be terminated at any time by a majority vote of the Trustees. Upon the death of all Trustors, this Trust shall terminate and each Trustor's interest herein shall be distributed according to the provisions of each Trustor's Last Will and Testament or if no such provisions exist, to said Trustor's children by right of representation. It is understood and agreed that all of the beneficiaries then composed shall have the right to continue this Trust upon unanimous consent.

ARTICLE IX.

Trustees Administrative Powers

9.01 General Powers: The Trustees shall have all of the rights and powers now given to Trustees generally under the laws of the State of Washington (which laws by this reference are incorporated into this instrument), and all further and broader rights and powers which may in the future be given to Trustees generally under any subsequent laws of this State. No subsequent repeal or amendment of any such laws shall diminish or restrict the Trustees' rights and powers. All acts of Trustees shall be approved by a majority of said Trustees with said majority vote being binding upon all Trustees and beneficiaries for all purposes. It is understood and agreed by Trustees that each are also beneficiaries of this Trust and that each will have technical conflicts of interest from time to time with respect to the administration of this Trust. Each Trustee hereby waives any conflict of interest and each Trustee shall have the right to

vote on all matters regardless of whether he/she is personally involved or effected by such matter and the majority of Trustees shall be able to decide all issues regardless of actual conflicts of interest.

The enumeration of specific rights and powers below shall not limit the general rights and powers of the Trustees, but shall be an addition to them.

The Trustees shall also have the power to:

(a) Retain Assets: At Trustees' option, hold any or all of the Trust estate in the form of investment in which received; and

(b) Exchange: Sell, purchase, pledge, redeem, exchange or otherwise dispose of Trust properties, including commodities, securities, stocks, bonds, or any other type of property, real or personal; and

(c) Voting: Vote personally or by general or limited proxy any shares of stock which may be held by the Trustees; and

(d) Distribution: Make distribution in cash or in kind or partly in cash or in kind as the Trustees deem most expedient; and

(e) Reserves: Establish cash reserves if the Trustees deem it necessary, out of income or principal, for any purpose; and

(f) Collection: Demand, receive, receipt for, sue for, and to collect any and all rights, money, properties or claims to which the Trust may be entitled; and

(g) Borrowing: Borrow funds for this Trust in such amounts and for such purposes as to the Trustees seem in the best interest of the beneficiaries thereof; the Trustees are authorized to borrow funds from its corporate banking department; to mortgage, pledge or hypothecate or exchange properties and make investments of any kind, real or personal; and

(h) Agents: Employ agents, legal counsel, brokers, and assistants and to pay for their fees and expenses as the

Trustees deem necessary or advisable; rely with acquittance on advice of counsel on questions of law; and

(i) Lending: Lend money to any person or persons upon such terms, with adequate interest and security as the Trustees may deem advisable; and

(j) Principal and Income: To determine in any equitable manner the ascertainment of income and principal, and the allocation between income and principal of any receipt or gain, and any charge, disbursement, or loss, regardless of the terms of the Washington Principal and Income Act; and

(k) Accounting: Render annual statements of account to the income beneficiary. The Trustees are not required to render an accounting to remaindermen; and

(l) Fees: Pay all fees, including compensation for the Trustees, from either income or principal, as the Trustees deem best; and

(m) Waivers and Bond: To be specifically relieved from complying with the Uniform Trustee's Accounting Act or any legislation of similar import, be specifically relieved from complying with the Principal and Income Act or any legislation of similar import; and be expressly relieved of the obligation to file a fiduciary bond; and

(n) Alienation: The beneficial interest (in principal or income hereunder) of any beneficiary hereof shall not be subject to claims of the respective beneficiary's creditors or others, nor to legal process, and shall not be voluntarily or involuntarily assigned, alienated or encumbered; and

(o) Payment of Expenses: All expenses incurred in connection with the settlement of a beneficiary's estate, including debts, funeral expenses, estate taxes, inheritance taxes, interest due at death and penalties concerning taxes, family allowances, fees of attorneys and personal representatives, may be paid by the Trustees out of income or principal, as the Trustees deem best; and



(p) Underproductive Property: The Trustees are specifically relieved from compliance with the provisions of RCW 11.104.120 relating to unproductive property, or any amendment thereto or any legislation of similar import; and

(q) Trustees' Discretion: Unless specifically limited, all judgments, decisions, actions and discretions conferred hereunder upon my Trustees shall be absolute and conclusive on all persons; and

(r) Additional Property: The Trustees are authorized to accept additions to the corpus of this Trust; and

(s) Merger: The Trustees are authorized to merge and consolidate this Trust with any other Trust created for the benefit of the named beneficiaries; and

(t) Generally: Do all things that may be necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust estate.

#### ARTICLE X.

##### Miscellaneous Provisions

10.01 Release or Limitation of Powers of Appointment: The donee of any power of appointment may, during his/her lifetime and at any time or times, release his/her power of appointment with respect to all or any part of the property subject to the power, and may further limit the particular persons or classes and in whose favor the power may be exercised.

10.02 Successor Trustee: Any Trustee may during his/her lifetime or by Will may appoint one or more Successor Trustee to represent his/her interest and such Successor Trustee may during their lifetime or by Will may appoint a Successor Trustee. It is the specific intention of the parties that each specific family, (i.e., family of Walter M. Anderson, Leroy L. Anderson and Lillian V. Miller) shall at all times be represented by a Trustee of their selection.

10.03 Invalidity - Construction: If a Court of competent jurisdiction rules invalid or unenforceable any of the provisions of this instrument, the remainder of this instrument shall nevertheless be given full force and effect.

All questions pertaining to the validity, interpretation, construction and administration of this instrument shall be determined in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5 day of Oct., 1992

Walter M. Anderson  
Walter M. Anderson

Le Roy L. Anderson  
Leroy L. Anderson

Lillian V. Miller  
Lillian V. Miller

TRUSTORS

Walter M. Anderson  
Walter M. Anderson

Le Roy L. Anderson  
Leroy L. Anderson

Lillian V. Miller  
Lillian V. Miller

TRUSTEES

STATE OF Washington, ss:  
County of Walla Walla

On this day personally appeared before me WALTER M. ANDERSON, to me known to be the individual 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17<sup>th</sup> day of Sept, 1992.

Dianna M. Barnett  
Notary Public in and for the State  
of WA, residing at  
Walla Walla.

STATE OF California  
County of San Bernardino ss:

MA

On this day personally appeared before me LILLIAN V. MILLER, to me known to be the individual 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21 day of September, 1992.



Michelle Adair  
Notary Public in and for the State  
of California, residing at  
Loma Linda

STATE OF WASHINGTON )  
County of Skamania ) ss:

On this day personally appeared before me LEROY L. ANDERSON to me known to be the individual 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5 day of Oct, 1992.



Gary M. Olson  
Notary Public in and for the State  
of WASHINGTON residing at  
NORTH BONNEVILLE

ANNEX "A"

Real property situated in the County of Skamania, State of Washington, described as follows:

The South Half of the Northeast Quarter (S 1/2 NE 1/4) of Section 23, Township 3 North, Range 8 E.W.M.;

ALSO: That portion of the North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 23, Township 3 North, Range 8 E.W.M. described as follows: Beginning at a point 1,320 feet east of the northwest corner of the SW 1/4 of the NE 1/4 of the said Section 23; thence east 43.5 feet; thence north 27° east 256.7 feet; thence north 26°30' west 51.5 feet; thence north 87° west 130.7 feet; thence south 59° west 54.8 feet; thence south 17° west 264.7 feet; thence east 118.14 feet to the point of beginning; TOGETHER WITH all water rights appurtenant thereto.

SUBJECT TO transmission line easement granted to the United States of America for the Bonneville Power Administration by deed dated March 12, 1954, and recorded at page 56 of Book 38, of Deeds, Records of Skamania County, Washington;

AND SUBJECT TO flowage easement and easement for water pipeline and pond granted to L.A. Berge et al. by deed dated September 30, 1954, and recorded at page 273 of Book 39 of Deeds, Records of Skamania County, Washington.