

126529

LIVING TRUST AGREEMENT

DATED : February 8 1994
TRUSTOR : LAURA WIITALA
TRUSTEES : BILL E. JOHNNIE and GOLDA RAE JOHNSON

BOOK 160 PAGE 300

FILED FOR RECORD
SKAMMIA CO. WASH
BY SKAMMIA CO. TITLE

OCT 23 4 03 PM '96

P. Lowry
AUDITOR
GARY H. OLSON

We, Bill E. Johnnie and Golda Rae Johnson, as Trustors, establish a trust with Bill E. Johnnie and Golda Rae Johnson, as Trustees. The property of this trust shall be held, managed and distributed by the Trustee in accordance with this Agreement.

ARTICLE I

NAME OF TRUST

This Trust may be called the LAURA WIITALA LIVING TRUST.

ARTICLE II

IDENTIFICATION OF FAMILY

Laura Wiitala is a single woman with no children. The provisions of this trust are for the benefit of Laura Wiitala during her lifetime and the remainder to be consistent with my will dated the 7th day of May 1987, a copy of which is attached to this Living Trust.

ARTICLE III

TRUSTEE

A. Successor Trustee. If Bill E. Johnnie and Golda Rae Johnson should die, resign, or become incapacitated, they then appoint ROBERT LEROY JOHNNIE as successor Trustees.

B. Appointment of Successor Trustee. If at any time a trust has no Trustee and no successor is named in this Agreement, a

1 - REVOCABLE LIVING TRUST AGREEMENT

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

Engineered ☒
Indexed, Dir ☒
Indirect ☒
Filmed ☒
Married ☒

Gary H. Olson, Skamania County Auditor
Date 10/23/96, Page 003 of 36 44 070000
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majority of the then current income beneficiaries of that trust may appoint a successor Trustee or Trustees. Beneficiaries not of legal age or capacity shall be represented by their guardian. Appointment shall be by an instrument in writing acknowledged by each person executing the instrument, and shall specify whether the successor Trustee(s) shall serve with or without bond.

ARTICLE IV

INCAPACITY

For all purposes of this agreement, Laura Wiitala shall be considered incapacitated and unable to manage her business affairs due to illness, age, or any other cause.

ARTICLE V

TRUST PROPERTY

Bill E. Johnnie and Golda Rae Johnson have transferred and delivered to the Trustees the property described in Schedule A, and the Trustees acknowledge receipt of this property.

ARTICLE VI

ADDITIONS TO TRUST

The Trustees may receive other property transferred to the Trustees by Laura Wiitala, by will or otherwise, or by any other person which, if accepted by the Trustees, shall be added to and become a part of the trust and shall be subject to this agreement.

ARTICLE VII

LIFE INSURANCE

If the Trustee is the beneficiary of life insurance policies owned by me, the proceeds of those policies shall be collected by

the Trustee and held under the terms of this Agreement. The payment to the Trustee of the proceeds of any such policy of insurance shall be a full discharge of the insurance company on account of that policy, and the insurance company shall in no way be responsible for the proper discharge of the trust or any part thereof. If the Trustee has to enter into collection proceedings or institute any litigation to enforce payment of the policies, reasonable provision shall be made for the indemnification of the Trustee of all of its anticipated expenses and liabilities related to such proceedings.

ARTICLE VIII

AMENDMENT

A. Rights of Amendment. Laura Wiitala and/or Bill E. Johnnie and Golda Rae Johnson reserve the right to amend this agreement by written instrument signed Bill E. Johnnie and Golda Rae Johnson. The Trustees agree that any and all documents require the signature of both Trustees.

B. Property Transferred to Trust. In the event of any amendment, including amendment by substituting a new agreement, all transfers to and designations of the Trustees shall remain in effect, and it shall not be necessary for Trustor to execute or deliver any new, confirming, or supplemental transfers or designations.

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ARTICLE IX

DISPOSITION OF INCOME AND PRINCIPAL

DURING LIFETIME OF TRUSTOR

During the lifetime of Laura Wiitala the trust shall be administered and distributed as follows:

A. The Trustees shall distribute to Laura Wiitala for her benefit income and principal in amounts the Trustees determine to be necessary or advisable for her health, education, support and maintenance, and to enable her to maintain the standard of living to which she is accustomed, if possible.

ARTICLE X

SPECIFIC DISTRIBUTIONS FROM TRUST - DEATH OF TRUSTOR

After Laura Wiitala's death, the Trustees shall make the following specific distributions:

A. The Trustee shall divide my estate as follows: The Trustees shall deduct any and all sums owing to the estate from those sums ordered to be repaid according TO the Order of the Court in Case No. 930011G, Circuit Court, Hood River County, Oregon. The real property in the State of Washington shall be equally divided between Bill E. Johnnie, Golda Rae Johnson and Robert Leroy Johnnie. The balance of the estate, after any deductions from Bill E. Johnnie, shall be divided according to the Last Will and Testament dated May 7, 1987, a copy of which is attached.

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. Spendthrift Provisions. Neither the principal nor the

income of this trust shall be liable for debts of any beneficiary. No beneficiary shall have any power to sell, assign, transfer, encumber anticipate or dispose of his or her interest in the trust or its income.

B. Rule Against Perpetuities. Despite any other provision of this instrument, each interest not otherwise vested, including but not limited to all trusts and powers of appointment, shall terminate 1), twenty-one (21) years after the death of the last survivor of my lineal descendants living at the date of my death; or, 2), ninety (90) years after my death, whichever period is later. At that time, distribution of all principal and all accrued, accumulated and undistributed income shall be made to the persons then entitled to distributions of income, in the manner and proportions herein stated, (or if not stated, equally) irrespective of their then attained ages.

C. Income Accrued and Accumulated. Income accrued or undistributed at the termination of a beneficiary's interest in any trust shall be added to and become a part of the principal of that trust. Any income which is not distributable or which is not distributed during the term of any trust shall be accumulated, added to and thereafter administered as a part of the principal of the trust.

D. Controlling Law. The laws of the State of Oregon in effect on the date of this Agreement shall govern the validity and interpretation of this agreement.

E. Severability. If any provision of this trust should be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

F. Termination. If at any time after the death of my lineal descendants the Trustees determine that the principal of any trust created, or to be created, is of an insufficient amount to justify establishment or continuance of the trust, the Trustees are authorized, without necessity of court approval, after giving notice to those currently entitled to receive distributions from the trust, to terminate or not to establish the trust. The Trustees shall make terminating distributions to the beneficiaries of the trust or their custodians or conservators in the proportions in which they were entitled to receive distribution at the time of termination of the interest. Termination may be made only if, in the judgement of the fiduciary, after considering the age and capacity of the beneficiaries and the economic cost of maintaining the trust, it shall be in the best interests of the beneficiary or beneficiaries.

ARTICLE XII

SURVIVORSHIP

If any beneficiary under this trust dies within ninety (90) days after my death, all provisions of this trust for the benefit of such person shall lapse, and this trust shall be considered as if such person predeceased me.

ARTICLE XIII

PAYMENT OF TAXES, DEBTS AND
EXPENSES AFTER MY DEATH

A. Taxes. The Trustees shall payout of the residue of my trust estate all estate, inheritance and any other death taxes, plus interest and penalties, payable by reason of my death on property in or passing into any trust created by this agreement, without apportionment.

B. Debts and Expenses. After my death, the Trustees may pay debts of mine as they become due, including income taxes, penalties and interest, expenses of my last illness and funeral, and costs and expenses, including professional fees, necessary to administer and settle my probate or trust estate.

ARTICLE XIV

TAX ELECTIONS -- DEDUCTIONS

The Trustees shall have sole discretion to claim deductions available to me or to my trust on inheritance or estate tax returns or on state or federal income tax returns, use date-of-death values or alternate valuation date values for estate tax purposes, and make any other election or decision available under any federal or state tax laws. Any such election or decisions may be made regardless of its effect on any beneficiary or on any interest passing under this trust or otherwise, and without adjustment between income and principal or among beneficiaries.

ARTICLE XV

TRUSTEES PROVISIONS

A. Resignation. A Trustee may resign as Trustee at any time without the necessity of court approval.

B. Transfer to Successor Trustee. All rights, title and interest in the property of the trust shall immediately vest in the successor Trustee at the time of acceptance. The prior Trustee shall, without warranty, transfer to the successor Trustee the existing trust property. No successor Trustee shall be under any duty to examine the books or actions of any former Trustee and shall not be liable or responsible for any acts or defaults of any former Trustee.

C. Consolidation. The Trustees may consolidate any trust created by this instrument with any other trust if the Trustees, beneficiaries and the provisions of each trust for the distribution of income and principal are substantially the same, and if consolidation would not impair any tax benefit available to the trust.

D. Execution of Documents. The Trustees agree that any and all documents that require execution are required to be signed by both Bill E. Johnnie and Golda Rae Johnson and that the Trustees agree that they must make an annual account of all receipts and disbursements made to the Hood River County Courthouse, Case No. 930011G, Circuit Court, Hood River County, Hood River, Oregon.

ARTICLE XVI
FIDUCIARY POWERS

The Trustees (fiduciary) shall have all powers conferred on trustees by Oregon law as now existing or later amended. In addition, the trustees shall have the following powers:

A. Retention of Property. To retain any property for so long as the fiduciary considers desirable, whether or not the property is productive of any income and independent of any requirement of diversification.

B. Business Participation. To continue or participate in the operation of any business or other enterprise, including as a sole proprietor or as a partner in any manner, or as a shareholder, and to effect any form of incorporation, dissolution, liquidation, reorganization or other change in the form of the organization of the business or enterprise, or to contribute capital or to loan money to a business or enterprise.

C. Permissible Investments. To invest and reinvest in any assets without limitation by any law applicable to investments by fiduciaries, in such securities, including common trust fund now or hereafter administered by any fiduciary or other property, real or personal, including but not limited to savings accounts and deposits (including deposits in the savings department of the fiduciary bearing a reasonable rate of interest), interest in mutual or money market funds or investment trust, annuities and insurance (which may be owned by the insured or by the estate or any other person), without being restricted to statutory

investments and whether or not such investments are unsecured or of a wasting nature.

D. Dealing with Property. To acquire, grant or dispose of property, including puts, calls and options, including options on stock owned by the trust, for cash or on credit, including maintaining margin accounts with brokers, at public or private sale, upon such terms and conditions as the fiduciary may deem advisable, and to manage, develop, improve, exchange, partition, change the character of, abandon property or any interest therein, or otherwise deal with property.

E. Principal and Income. To allocate items of income or expenditure to either income or principal and to create reserves out of the income all as provided by law and to the extent not so provided to allocate to income or principal or create reserves on a reasonable basis and the fiduciary's decision made in good faith with respect thereto shall be binding and conclusive upon all persons.

F. Distributions. To make distributions or case or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to make pro rata or non pro rata distributions of cash or property or any combination thereof amount the beneficiaries without regard to any difference in tax basis of the assets. No adjustment need be made because of distributions among the beneficiaries. Any division, allocation, or valuation of the property shall be made by the

fiduciary, and the good faith determination of the fiduciary shall be binding and conclusive on all parties.

G. Distributions to Minors and Others. To pay any sum or distribute any property to a beneficiary who is a minor, incompetent, under legal disability, or a person considered by the fiduciary to be unable to handle property if paid to him or her directly, in any one or more of the following ways, without liability to the fiduciary:

1. Directly to the beneficiary;
2. To the natural guardian, legal guardian, conservator, or custodian under the appropriate Uniform Transfers to Minors Act or any other fiduciary for the beneficiary.
3. To any person or organization furnishing health, care, support, maintenance or education to the beneficiary;
4. By making expenditures directly for the health, care, support, maintenance or education of the beneficiary.

H. Transactions with Estate. To purchase as an investment any securities or other property, real or personal, belonging to decedent's estate at a reasonable price from the fiduciary of the estate, and to loan funds, with or without security to the estate, whether or not such purchases or loans shall be a proper fiduciary investment.

I. Employment of Agents. To engage persons, including attorneys, auditors, investment advisors, or agents to advise or assist the fiduciary, and to delegate to them fiduciary powers.

J. Power to Allocate Generation Skipping Tax. To allocate any unused portion including unallocated lifetime transfers and marital trust) and in any manner without adjustment in the sole discretion of my Personal Representative.

K. Other Acts. To do all acts not otherwise provided herein that might legally be done by an individual in absolute ownership and control of property and which in the Trustee's judgement are necessary or desirable for the proper and advantageous management of the trust estate.

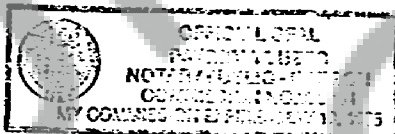
IN WITNESS WHEREOF, Trustees have executed this Agreement and Trustees have accepted this Trust on the ____ day of February, 1994.

Bill Johnson
Trustee
Social Sec. No.: [REDACTED]

Golda Rae Johnson
Trustee
Social Sec. No.: [REDACTED]

STATE OF OREGON }
County of Wasco } ss.

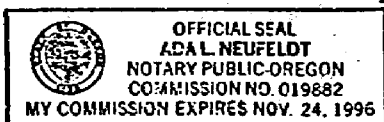
I HEREBY CERTIFY that on this 8 day of Feb. 1994, personally appeared before me GOLDA RAE JOHNSON, the Trustee, who executed and acknowledged the foregoing Trust.



Patricia Tuers
Notary Public for Oregon
My Commission expires: 5/10/95

STATE OF OREGON }
County of Wasco/Hood River } ss.

I HEREBY CERTIFY that on this 4th day of February, 1994, personally appeared before me BILL E. JOHNNIE, the Trustee, who executed and acknowledged the foregoing Trust.



Adal Neufeldt
Notary Public for Oregon
My Commission expires: 11/24/96

SCHEDULE A

REAL PROPERTY

the following described real estate, situated in the County of Skamania, State of Washington:

Parcel 1: A tract of land located in the East half of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 700 feet South and 360 feet West of the quarter corner on the East line of the said Section 26, said point being on the Westerly right of way line of Primary State Highway No. 8 and being marked by a fir post; thence in a Southerly direction along the Westerly right of way line of said Highway 50 feet to the initial point of the tract hereby described; thence North 74 degrees West 311 feet, more or less, to the Easterly line of a tract of land conveyed to Carl Lund by deed dated November 19, 1940, and recorded at page 215 of Book 28 of Deeds, Records of Skamania County, Washington; thence South 01 degrees 50' West 190.61 feet; thence South 03 degrees 50' East 193.39 feet to a point in the center of Little Creek; thence following the center of Little Creek in a Southerly direction to intersection with the Northerly line of the road known and designated as Little Street; thence North 70 degrees 46' East following the Northerly line of Little Street to intersection with Westerly right of way line of Primary State Highway No. 8; thence Northerly following the Westerly right of way line of said Highway to the point of beginning;

SUBJECT TO a right of way 24 feet in width adjacent to Primary State Highway No. 8, conveyed to Albert Rumpff and Aili Rumpff, his wife, by deed dated September 11, 1946, and recorded at page 178 of Book 31 of Deeds.

Parcel 2: Beginning at the intersection of the South line of Section 36, Township 3 North, Range 7 East of the Willamette Meridian with the West line of the Henry Shepard D.L.C.; thence East 115.8 feet; thence North 61 degrees 40' East 1,557.1 feet to the intersection of the center line of Vancouver Avenue with the center line of Kanaka Creek Road, said point being the initial point of the tract hereby described; thence following the center line of Kanaka Creek Road North 36 degrees 27' West 118.2 feet; thence North 55 degrees 44' West 301.8 feet; thence

BOOK 160 PAGE 313

North 61 degrees 40' East 326.0 feet to the center of Kanaka Creek; thence South 02 degrees 25' East along the center of Kanaka Creek 80.49 feet; thence South 11 degrees 29' East along the center of Kanaka Creek 117.41 feet; thence South 39 degrees 59' East along the center of Kanaka Creek 203.91 feet; thence South 61 degrees 40' West 143.29 feet along a projection of the center line of Vancouver Avenue to the initial point; said track containing 1.33 acres, more or less.

SUBJECT TO easements and rights of way for public roads over and across the above described real property.

AND EXCEPT that portion thereof conveyed to E. O. Bay and Ruey E. Bay, husband and wife, by deed dated August 29, 1947, and recorded at page 570 of Book 31 of Deeds, Records of Skamania County, Washington.

LAST WILL AND TESTAMENT

of

LAURA WIITALA

I, LAURA WIITALA, whose maiden name was Laura Hunt, born on the 27th day of October, 1911, at Hood River, Oregon, Social Security No. 535-20-2532, being of sound and disposing mind and memory and not acting under duress, menace, fraud or undue influence of any person whomsoever, do make, publish and declare this as and for my Last Will and Testament in the manner following, hereby revoking and cancelling any and all wills and codicils by me at any time heretofore made, that is to say:

I

I direct that my just debts and funeral expenses be promptly paid. I do further direct my personal representative to regard all State and Federal estate and inheritance taxes which my said personal representative may be obligated to pay, whether or not any part of the taxed property may be an entirety, a joint estate with survivorship, property payable upon my death to a named beneficiary, or property which in any other manner does not inure to the benefit of my estate or come into the possession of my personal representative, as an obligation of my estate which my said personal representative shall have neither duty nor right to recover from the possessor of, or person entitled to possess, such property. I further direct that all such taxes, debts, and expenses, and all other taxes, claims, debts, costs of administration, and security liens be paid by my personal representative without apportionment.

II

I declare that at the time of the signing of this will, I am unmarried and the surviving widow of EINER J. WIITALA. I further declare that I have no surviving children and no surviving issue of any deceased children.

III

I direct that my dog, Cindy, be taken care of by my nephew, BILL EHRMAN JOHNNIE, if he survives me, and if he does not survive me, then by my niece, GOLDA RAE JOHNSON, if she survives me and if she also does not survive me, then by my nephew, ROBERT LeROY JOHNNIE.

IV

All of my property, of whatsoever kind or nature, real, personal and mixed, wheresoever situate, I give, devise and bequeath unto my surviving niece and two nephews, GOLDA RAY JOHNSON, BILL EHRMAN JOHNNIE, and ROBERT LeROY JOHNNIE, in equal shares, but with a share by right of representation for the surviving issue of each of them who shall have predeceased me leaving issue surviving at my death.

Laura Wiitala

V

I hereby appoint as my executor or executrix and as my personal representative of this, my Last Will and Testament, to so serve:

1. My nephew, BILL EHRMAN JOHNNIE, presently of Hood River, Oregon;
2. My niece, GOLDA RAE JOHNSON, presently of The Dalles, Oregon;
3. My nephew, ROBERT LEROY JOHNNIE, presently of Redmond, Oregon.

The above-named shall serve individually in the order set forth, with the first named being principal and the others as successors and alternates in the order named in the event that the principal or successor shall be unwilling, unable, or otherwise disqualified. Having full faith and confidence in all of the personal representatives in this paragraph named, I direct that the personal representative so acting shall do so without giving bond or undertaking.

I hereby empower my said personal representative to lease, encumber, sell, exchange or otherwise deal with or dispose of all my property, real or personal, or any part thereof, in such manner, at such times, and upon such terms as it shall deem to be to the interest of my estate, such sale or other disposition to be made at public or private sale in the discretion of my personal representative without any reference to the order of disposition of real and personal property and without any petition, citation, hearing, notice, notice of sale, publication, or any other action. I further authorize my personal representative to hold, manage, and operate any property belonging to my estate at the risk of my estate and not at the risk of my personal representative, the profits and losses therefrom to inure or be chargeable to my estate as a whole.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of May, 1987. *LH*

Laura Wiitala

Laura Wiitala

Executed in the presence of:

18388

REAL ESTATE EXCISE TAX

OCT 23 1996

PAID Exempt

SKAMANIA COUNTY TREASURER

Laura Wiitala