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AFTER RECORDING MAIL TO:	GARY H. OLSON
Nanc Jim Joseph	
Address	
City/State	
SCP 23783	
Document Title(s): (or transactions contained therein) L. Death Certificate	
 Death Certificate Trust Agreement 	First American Title
3.	Insurance Company
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Reference Number(s) of Documents assigned or released:	21356
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Grantor(s): (Last name first, then first name and initials)	When Deat
JOSEPH, ROSE MARIE	SKAMANIA COUNTY MICH
	SKAMANYA COUNTY TREASURER
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SI, T2N, R7E	ion/township/range/quarter/quarter)
	Gary H. Martin, Skamania County Assessor
	2/12/2001 Parcel # 2-7-1-40[
Complete legal description is on page 3 of document	
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ROSE MARIE JOSEPH REVOCABLE LIVING TRUST

THIS AGREEMENT is made this 21 day of January 1994, between ROSE MARIE JOSEPH, the Trustor, and SHARON ROSE GIANSANTE, the Trustoe.

ARTICLE I

TRANSFER OF PROPERTY

The Trustor has delivered to the Trustee, without consideration, the property described on the attached Schedule *1". Such property, together with any other property that may later be subject to the provisions of this trust, shall constitute the Trust Estate.

All property transferred to the trust by the Trustor, whether at the date of execution hereof or later, is the separate property of the Trustor.

The primary purpose for this trust is to provide management assistance and efficient distribution of the Trust Estate.

ARTICLE II

IDENTIFICATION OF FAMILY

The family of the Trustor presently consists of the Trustor and her four (4) children, SHARON ROSE GIANSANTE, MICHAEL KAY STEINMETZ, PATRICIA ANN NEWELL and JAMES L. JOSEPH, all of legal age.

ARTICLE III

RIGHTS RESERVED BY TRUSTOR

The Trustor specifically reserves the following rights and privileges:

Right to Add Property to Trust

The Trustor, or any other person, may from time to time, with the consent of the Trustee, cause the Trustee to be named as beneficiary of insurance policies and/or add further property, real, personal, or mixed, to the Trust Estate, or any part thereof, by deed, assignment, bequest or devise; and if so added, such property shall be subject to the provisions hereof, the same as if originally included hereunder.

RECORDER'S NOTE: NOT AN ORIGINAL DOCUMENT

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B. Right to Amend or Revoke Trust

The Trustor reserves the right at any time or times during her lifetime to amend any of the provisions of this trust and to revoke this trust, in whole or in part, by an instrument in writing signed by the Trustor and delivered to the Trustoc. Upon the death of the Trustor, this trust shall become irrevocable.

ARTICLE IV

PROVISIONS REGARDING DISTRIBUTION OF INCOME AND PRINCIPAL

A. During the Lifetime of the Trustor

- 1. For as long as the Trustor is living, the Trustee shall pay to or apply for the Trustor's benefit the entire net income of the Trust Estate and shall distribute to the Trustor such amounts of principal from the Trust Estate as she may from time to time request.
- 2. If at any time during the Trustor's lifetime the Trustor should become incompetent or should for any other reason be unable to act on her own behalf, the Trustee may in its discretion pay to or apply for the benefit of the Trustor, such amounts of net income and principal of the Trust Estate, up to the whole thereof, as the Trustee may from time to time deem advisable to provide for her maintenance, health and reasonable comfort according to her accustomed standard of living. Any income not so used shall be accumulated and added to principal. The Trustee shall make distributions to the attorney-in-fact of the incapacitated Trustor for estate and gift tax savings or asset protection purposes upon the request of the attorney-in-fact.
- 3. If the Trustor's residential real property is a part of the Trust, the Trustor shall have possession and full management of it and shall have the right to occupy it rent free. The Trustee shall be responsible for the maintenance of the property and for all taxes, liens, assessments and insurance premiums from the Trust, to the extent such assets are available for such payment.
- B. Upon the Death of the Trustor. Upon the death of the Trustor, the assets subject to the terms of this Trust, including those received by the Trustee upon or by reason of the death of the Trustor, shall be held, managed and distributed as follows:
- 1. Distribution of Specific Items. The Trustor has included a provision in her Will for making gifts of certain tangible personal property items to persons identified on a list. If any of those items are transferred into the Trust during her lifetime, the Trustor directs that such items be distributed to the persons identified on the list.
- 2. Residue. The Trustee shall divide the entire residue of the Trust Estate into four (4) equal shares, and shall distribute one (1) of said shares to each of the Trustor's children, SHARON ROSE GIANSANTE, MICHAEL KAY STEINMETZ, PATRICIA ANN NEWELL

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BOOK 206 PAGE 585

and JAMES L. JOSEPH, or to their issue by right of representation. Provided, if any beneficiary dies without leaving issue, such beneficiary's share shall be distributed to the surviving children of the Trustor or to their issue by right of representation.

- 3. Debts Owed. Any debt owed to the Trustor by any child shall be cancelled. Provided, the share of the Trust Estate of any child of the Trustor shall be reduced by the amount of any borrowing of money from the Trustor by such child.
- C. Facility of Payment. If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be under the age of twenty-one (21) years, or incapacitated, or a person to whom the Trustee deems to be unable to wisely or properly manage funds if paid to such beneficiary directly, the Trustee may make such payments in its discretion, in any one of the following ways:
 - Take any action necessary to have a legal guardian appointed for such beneficiary, if none has already been appointed, and make the payment to such legal guardian.
 - Make expenditures directly for the health, education, support, or maintenance of such beneficiary. The decision of the Trustec to make direct payments or to apply funds on behalf of such a beneficiary shall be conclusive and binding upon all parties.
 - Name a custodian for such beneficiary (who may also be the Trustee) under the Washington Uniform Transfers to Minors Act and make such payment to such custodian.

The Trustee may utilize the provisions of this paragraph for various distributions. At such time as a beneficiary attains the age of twenty-one (21) years, regains capacity, or demonstrates that he or she would be able to wisely and properly manage funds, the Trustee shall distribute the remaining principal and accumulated income to such beneficiary and upon the complete distribution of the assets from such beneficiary's share, such beneficiary's interest in the trust shall be terminated.

ARTICLE V

SITUS

The Trustor declares that this agreement and the trust created hereby shall be construed under and regulated by the laws of the State of Washington, and that the validity and effect of this agreement and of this trust shall be determined in accordance with the laws of that state, and that the Trustee shall not be required to account to any court other than one of the courts of that state. Any provision prohibited by law or that is unenforceable shall not affect the remaining provisions of this Agreement.

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ARTICLE VI

APPOINTMENT OF TRUSTEE

SHARON ROSE GIANSANTE has been appointed as Trustee hereof.

Upon the death, unwillingness to serve, or incapacity to serve of SHARON ROSE GIANSANTE as Trustee, then JAMES L. JOSEPH shall serve as successor Trustee. Upon the death, unwillingness to serve, or incapacity to serve of JAMES L. JOSEPH as Trustee, then MICHAEL KAY STEINMETZ shall serve as successor Trustee. Upon the death, unwillingness to serve, or incapacity to serve of MICHAEL KAY STEINMETZ as Trustee, then PATRICIA ANN NEWELL shall serve as successor Trustee.

Any successor Trustee shall socceed to all title to the property of the Trust Estate and to all powers, rights, discretions, obligations and immunities of the Trustee hereunder with the same effect as though such successor had been originally named as Trustee.

A successor Trustee shall not be responsible to the beneficiaries or to the Trust Estate for the acts or omissions of a former Trustee in its administration of the Trust Estate. A successor Trustee shall neither be required to audit or investigate the acts or administration of any former Trustee nor, unless requested in writing by a person having a present or future beneficial interest under this trust, shall it have any duty to take action to obtain redress for breach of trust by a former Trustee.

The accountability or responsibility of a successor Trustee shall be limited to those assets or properties title to which was held in the name of the prior Trustee at the date on which the successor Trustee assumed its trusteeship and are either delivered into the possession of the successor Trustee or the existence of which is known to the successor Trustee.

The successor Trustee may receive from all of the current beneficiaries of the Trust, who are competent to act, instruments in writing releasing the Trustee from liabilities which may have arisen from the acts or omissions of a former Trustee. Such instruments shall be conclusive as to all parties, born or unborn, who may have an interest in the trust.

ARTICLE VII

GENERAL ADMINISTRATIVE POWERS

A. Duties of Trustee.

1. Annual Accountings. After the end of each income tax year for the trust, the Trustee shall prepare a statement showing how the property of the trust is invested and all transactions relating to the trust for the preceding tax year. Within sixty (60) days after the end of the tax year, the Trustee shall furnish a copy of the statement to the Trustor.

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- 2. Investments. In acquiring, investing, reinvesting, exchanging, selling, and managing the property of the trust, the Trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons 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. In determining the prudence of a particular investment, the Trustee shall consider the proposed investment or investment course of action in relation to all property of the trust.
- 3. Income. If all of the income of the trust is not distributed during an income tax year, the undistributed portion shall be added to principal.
- Powers of Trustee. The Trustor grants to the Trustee the continuing, absolute, discretionary power to deal with any property, real or personal, held in the Trust Estate or in any trust, as freely as the Trustor might in the handling of the Trustor's own affairs. In addition, the Trustee shall have all of the power, authority, and discretion given a trustee under the laws of the State of Washington on this date. These include those given a trustee under the provisions of Chapter 11.98 of the Revised Code of Washington, known as the "Washington Trust Act." Such powers may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of the Trustee's actions. The powers of the Trustee include but are not limited to the power to sell, convey, grant options to purchase, exchange or alter any of the assets of the Trust Estate upon such terms and conditions and for such considerations as the Trustee deems advisable. The Trustee further has the right to invest and reinvest all funds from time to time available for investment or reinvestment in any kinds of property, real or personal, including stocks, either outright or on margin, bonds, interest in any amount in common trust shares, mortgages and such other property as the Trustee shall deem proper. The Trustee further has the right to engage in business with the property of the trust as a sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.
- C. Directions to Trustee. In addition to written directions, the Trustee is entitled to rely upon directions given to the Trustee in person, by telephone, facsimile or otherwise. A person giving any direction to the Trustee shall give written confirmation of any such direction when requested by the Trustee.
- Trustee thinks necessary or desirable for the proper administration of the trust or for any litigation, controversy, or uncertainty which may arise in connection with the trust. The Trustee may pay reasonable compensation to agents and attorneys for their services and be fully protected in relying on advice of legal counsel. Furthermore, the Trustee may appoint an attorney-in-fact to act on behalf of the Trustee pursuant to a durable power of attorney and such attorney-in-fact may exercise all of the powers granted herein to the Trustee in its performance of the Trustee's duties.

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- E. Purchase of Probate Property; Loans. The Trustee may purchase any property of the Trustor's probate estate with trust funds at the fair market value at the time of purchase. The Trustee may make loans or advancements, secured or unsecured, to the personal representative of the Trustor's probate estate.
- F. Loans of Trust Funds. The Trustee may lend trust funds on terms and conditions determined by the Trustee.
- G. Borrowing and Encumbering Trust Assets. The Trustee has the right to borrow monies and encumber the Trust assets as security for such borrowing.
- H. Trustee's Fees and Expenses. The original Trustee hereby waives compensation for her services. The successor Trustees shall be entitled to receive reasonable compensation as provided by Washington State Law. Any Institutional Trustee shall be compensated according to its customary fee schedule. It is the Trustor's intent that successor Trustees receive such compensation. The Trustee shall be reimbursed for all expenses reasonably incurred in the administration of the trust.
- I. Resignation of Trustee; Appointment of Successor Trustee. The Trustee shall have the right to resign as trustee without court proceedings by giving written notice to that effect to the Trustor. The Trustor shall then have the right, without court proceedings, to appoint a successor Trustee.
- J. Trustee's Good Fuith Actions Binding. Every action taken in good faith by the Trustee shall be conclusive and binding upon all persons interested in the property of the trust.

K. Definitions.

- 1. The words "child" and "children" mean the lawful descendants in the first degree of the parent designated; and "issue" means the lawful lineal descendants in any degree of the ancestor designated. All such terms shall include adopted persons. The word "living" shall include unborn persons in the period of gestation.
- The words "incapacitated" or "incapacity", as used in this instrument, and the term "unable to serve" or equivalents thereof shall be deemed to include not only a person who has been judicially declared incompetent and a person for whom a guardian or other fiduciary of the person or estate or both shall have been appointed, but also a person who shall be incapacitated so as to make it impossible or improbable for such person to exercise consistently good judgment in matters concerning the management of the Trust Estate. Such incapacity shall be evidenced by the written statement of such person's attending physician. A person or institution designated as a successor Trustee may commence acting in such capacity upon such evidence without liability by reason thereof.
- 3. The masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

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- 4. The term "Trustee" shall be deemed to include any successor Trustee.
- Payment of Taxes and Expenses. Except as otherwise provided taxes shall be paid and charged by the Trustee as follows:
- 1. Upon the death of the Trustor, the Trustee shall pay or otherwise provide for, from the principal residue of the Trust Estate, all of the estate, inheritance, and other taxes imposed by reason of the deceased Trustor's death (exclusive of generation skipping taxes), if any, including interest and penalties on those taxes.
- 2. Such portion of debts, expenses of last illness, funeral and burial, and expenses of administration (including attorney's fees, personal representative's fees and any other taxes, charges or assessments for which the Trustee or the Trust Estate becomes liable) owing at or by reason of the deceased Trustor's death as the Trustee determines advisable after consultation with the personal representative, if any, of the deceased Trustor's probate estate. Such payments may be charges to either principal or income as the Trustee in its discretion deems proper. This authorization is subject to exceptions set forth below in this paragraph L.
- 3. U.S. Treasury Bond. Any United States Treasury Bonds which may be redecemed at par in payment of federal estate tax which are part of the Trust Estate shall be used to pay that tax to the extent available.
- 4. Interest, Penalties. Any interest or penalties attributable to estate taxes and paid by the Trustee may be charged, in the Trustee's discretion, to either income or principal of the Trust Estate or part to each.
- M. lademnification of Trustee. The Trustor hereby indemnifics the Trustee against, and holds the Trustee harmless for, all losses, liabilities and expenses which may result directly or indirectly from the Trustor's use, possession, management or control of any real property that is transferred to the Trust. Such indemnification extends to any and all claims, losses, liabilities, and expenses (including attorney's fees) arising out of or in any way related to any environmental condition of the real property, but not limited to the presence of any toxic, hazardous or noxious waste or substance, now or hereafter defined as such, or any petroleum product or asbestos, in or on such real property or under any improvements located thereon; and the Trustee shall have, in addition to all powers conferred by law and elsewhere contained in the Trust Agreement a lien upon the income and the principal of the Trust Estate for the payment thereof, with the right to take possession of and reimburse itself from the principal and income of the entire Trust Estate.
- N. Transfer of Beneficial Interests. The interest of any beneficiary other than the Trustor in income or principal (1) shall not be subject to claims of creditors or others, or to legal process, and (2) shall not be assigned, alienated or encumbered. This provision shall not prevent a beneficiary from exercising a power of appointment or disclaiming an interest.

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BOOK 206 PAGE 590

Law Governing; Savings Clause. This instrument shall be governed by the laws of the State of Washington. Any provision prohibited by law or unenforceable shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Trustor and the Trustee have executed this Declaration of Trust on this 11st day of January, 1994.

SHARON ROSE GLANSANTE

STATE OF WASHINGTON

County of Clark

I certify that I know or have satisfactory evidence that ROSE MARIE JOSEPH is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: (1994)

Notary Public in and for the State of Washington, residing at Vancou 44.

My appointment expires: 1-4-9

JACQUELINE CHAMBERS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 4, 1997

ROOK 206 PACE 591
RUSTEE COPY

RESIGNATION OF TRUSTEE OF ROSE JOSEPH TRUST AND ACCEPTANCE BY SUCCESSOR TRUSTEE

I, Sharon Giansanti, am the Trustee of the Rose Joseph Trust and I have been acting in said capacity since the Trust was established on January 21, 1994. I hereby resign as Trustee of the Rose Joseph Trust effective upon the acceptance by James L. Joseph, the person named in the Trust to act as successor trustee.

Dec --- 6-- 1999 Dated: November 12, 1999

Sharon Giansande, Trustee

December 6, 1999

Effective today, November-12, 1999, I agree to serve as the Successor Trustee of Rose Joseph

(ORIGINAL) THITIALS

TOTAL P.02

EXHIBIT 'A'

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Beginning at a point South 00°50′52° West, a distance of 30.00 feet and North 88°56′55° West, a distance of 460.00 feet from the Northeast corner of Government Lot 9 of Section 1, Township 2 North, Range 7 East of the Willamette Meridian in the City of Stevenson, County of Skamania and State of Washington; thence South 00°50′52° West a distance of 236.00 thence South 88°56′55° East, a distance of 102.48 feet; thence North 00°50′52° East, a distance of 100.02 feet; thence South 89°24′47° East a distance of 9.74 feet; thence North 00°50′52° East, a distance of 9.74 feet; thence North 88°56′55° West, a distance of 135.90 feet; thence North 88°56′55° West, a distance of 112.23 feet to the point of beginning.

Gary H. Martin, Skamania County Assessor Date 2/12/2001 Parcel # 2-7-1-1-401

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