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BOOK 208 PAGE 302

## RETURN ADDRESS:

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## Document Title(s) or transactions contained therein:

1. The Perry Family Cabin Trust
- 2.
- 3.
- 4.

## GRANTOR(S) (Last name, first, then first name and initials)

1. Perry, Alta J.
- 2.
- 3.
- 4.

☐ Additional Names on Page \_\_\_\_\_ of Document.

## GRANTEE(S) (Last name, first, then first name and initials)

1. Perry Family Cabin Trust, the
2. Perry, Alta J. Trustee
- 3.
- 4.

☐ Additional Names on Page \_\_\_\_\_ of Document.

## LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

Lot 20 Swift Creek Estates

☐ Complete Legal on Page 1, 2 of Document.

## REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page \_\_\_\_\_ of Document.

## ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

7-635-2-2-120

☐ Property Tax parcel ID is not yet assigned.☐ Additional Parcel Numbers on Page \_\_\_\_\_ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read  
the document to verify the accuracy or completeness of the indexing information.

THE PERRY FAMILY CABIN TRUST  
(A Revocable Living Trust Agreement)

DATED: August 29, 2000

TRUSTOR: Alta I. Perry TRUSTEE: Alta I. Perry

I, Alta I. Perry, as Trustor, hereby establish a trust, hereinafter named "The Perry Family Cabin Trust". I, Alta I. Perry, appoint myself as Trustee of The Perry Family Cabin Trust. The property of The Perry Family Cabin Trust shall be held, managed and distributed by the Trustee in accordance with this Revocable Living Trust Agreement.

ARTICLE I - IDENTIFICATION OF FAMILY AND BENEFICIARIES

I am the widow of GEORGE EARL PERRY who died on June 8, 1990. I have three adult children, RICKY L. PERRY (herein "Rick"), KAREN L. FURNESS (herein "Karen") and KIM KINOSHITA (herein "Kim"). I have five grandchildren. RICKY D. PERRY (herein "Ricky D.") was born September 5, 1977; NICOLE KEMP (herein "Nicole") was born November 4, 1978; ADAM KEMP (herein "Adam") was born April 23, 1981; JAYSON KINOSHITA (herein "Jayson") was born February 16, 1988 and JANET KINOSHITA (herein "Janet") was born April 30, 1989. (Ricky is Rick's son, Nicole and Adam are Karen's children and Jayson and Janet are Kim's children.)

References in The Perry Family Cabin Trust to my "children" are intended to mean my three (3) above-named children and no others. References in this Trust to my "grandchildren" mean only the five (5) grandchildren mentioned above and such reference does not include any other individual born to or adopted by any of my children, whether such birth or adoption occurs before or after the date of The Perry Family Cabin Trust.

Rick, my grandchildren, my siblings and the lineal descendants of my grandchildren and siblings who are living at any point during the term of The Perry Family Cabin Trust (herein collectively known as the "Beneficiaries") are all to enjoy the personal use of the Cabin further described in Article II of The Perry Family Cabin Trust. Rick, my grandchildren and my niece, Dana Child are herein designated as "Primary Beneficiaries" of the Perry Family Cabin Trust and are to be given preference by the Trustee concerning the use of the Cabin.

ARTICLE II - TRUST PROPERTY

I own a cabin and lot in the state of Washington on a parcel of land legally described as Lot 20, SWIFT CREEK ESTATES,

PAGE 1 THE PERRY FAMILY CABIN TRUST (A REVOCABLE LIVING TRUST)

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT

according to the recorded plat thereof, recorded in Book B of Plats, page 72, in the County of Skamania, State of Washington (herein the "Cabin"). This real estate shall be held as the primary asset of the Perry Family Cabin Trust and is listed in Schedule A of The Perry Family Cabin Trust along with such additional assets which shall be held as part of this trust to pay for property taxes, insurance premiums, maintenance and major structural repair of the Cabin so that it will be available for the personal recreational use of Rick, my grandchildren and my brothers and sisters and their lineal descendants. I have transferred and delivered to the Trustee the property described in Schedule A, and the Trustee acknowledges receipt of this property.

#### ARTICLE II - SUCCESSOR TRUSTEES

If I die, resign, or become incapacitated, I appoint Rick to serve as Successor Trustee. If Rick is unable to serve as Successor Trustee or resigns, then the Perry Family Cabin Trust shall have three (3) Trustees, who shall be the three oldest Primary Beneficiaries who are at least eighteen (18) years of age and willing and able to serve as Trustee. If there are less than three (3) Primary Beneficiaries over the age of eighteen who are willing and able to serve as Trustee of The Perry Family Cabin Trust, then the oldest of the other Beneficiaries who are at least eighteen (18) years of age and willing and able to serve as Trustee shall be appointed Trustees until three (3) such Trustees are appointed. If there are not at least three Beneficiaries eighteen (18) years of age or older who are able and willing to serve, then one or two persons shall serve as Trustee until such time (if ever) there are three (3) beneficiaries who are at least eighteen (18) years of age and willing and able to serve.

If there are three (3) persons serving as the Trustee of The Perry Family Trust, any action by the Trustee shall take the vote of two of those three persons. If two persons are serving as the Trustee, the Trustee must act by unanimous agreement.

If no eligible Beneficiary is available to serve as Trustee, a successor Trustee shall be appointed by a judge of the Circuit Court of the State of Oregon in the County of Multnomah, upon application of an interested person. Any Trustee may resign, without Court approval, after first obtaining acceptance of the appropriate successor trustee pursuant to the foregoing. Notwithstanding any of the above, neither of my daughters, Kim nor Karen, shall serve as Trustee.

For the purposes of The Perry Family Cabin Trust, references to "Trustee" shall mean that person or persons currently serving as Trustee under this Trust.



### ARTICLE III - INCAPACITY

For all purposes of this agreement, I shall be considered incapacitated if I am unable to manage my business affairs due to illness, age, or any other cause. Determination of incapacity shall be made by Rick and/or Ricky D. and at least one of my other adult grandchildren after consultation with my personal or treating physician and receipt from him or her of a written professional assessment that I am incapacitated.

### ARTICLE IV - ADDITIONS TO TRUST

The Trustee may receive other assets transferred to the Trustee by me, by will or otherwise, or by any other person which, if accepted by the Trustee, shall be added to and become a part of The Perry Family Cabin Trust and shall be subject to this agreement. Any additional assets transferred to The Perry Family Cabin Trust shall be used only for the purpose of paying the taxes, insurance premiums and expenses of maintaining the Cabin and its furnishings so that it can be used and enjoyed by the Beneficiaries, unless the Trustor, while she is living and competent, authorizes such other use as she deems appropriate.

### ARTICLE V - 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 VI - REVOCATION AND AMENDMENT

A. Rights of Revocation and Withdrawal. I reserve the right to revoke this agreement at any time or to withdraw all or any part of the principal and accumulated income of The Perry Family Cabin Trust by written instrument signed by me as Trustor and filed with the Trustee.

B. Rights of Amendment. I reserve the right to amend this agreement by written instrument signed by me as Trustor and accepted by the Trustee.

C. Rights Personal to Trustor. The rights of revocation, withdrawal and amendment reserved by me must be exercised solely by me and may not be exercised by any other person, including any agent, guardian or conservator.

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

ARTICLE VII  
DISPOSITION OF TRUST PROPERTY DURING LIFETIME OF TRUSTOR

A. Distribution of Income: During my lifetime, I reserve the right to withdraw any income earned in The Perry Family Cabin Trust from time to time as I so desire.

B. Distribution of Principal: During my lifetime, I hereby expressly reserve and retain the power at any time and from time to time to withdraw from the principal of The Perry Family Cabin Trust for any purpose I deem appropriate.

C. Use and Control of Cabin: During my lifetime, I hereby expressly reserve and retain any and all rights over the Cabin, including but not limited to the right to sell the Cabin, to enjoy the use of the Cabin and to make any and all other decisions affecting the use and maintenance of the Cabin.

D. Incapacity of Trustor: If I am incapacitated or incompetent or for any other reason unable to act on my own behalf, my Trustee may use funds held in The Perry Family Cabin Trust to pay insurance premiums, taxes and other expenses necessary to maintain the Cabin. My Trustee shall not sell the Cabin or disburse funds held in The Perry Family Cabin Trust for purposes not related to maintaining, insuring or paying taxes on the Cabin as long as I am incapacitated or otherwise unable to give my written approval for such action.

ARTICLE IX  
DISPOSITION OF CABIN AND OTHER ASSETS AFTER DEATH OF TRUSTOR

A. Continued Use of Cabin: The purpose of The Perry Family Cabin Trust is to make the Cabin available for the personal recreational use of my Beneficiaries, especially my Primary Beneficiaries, as listed in Article I of The Perry Family Cabin Trust. The Trustee shall have the authority to, from time to time, prepare a schedule and rules and regulations regarding use of the Cabin by each of the Beneficiaries. I expect that



the Trustee of The Perry Cabin Family Trust will take into account the personal schedules and circumstances (that is, employment, commitment to schools, vacations, proximity and ability to use the Cabin) of each of the Beneficiaries, while giving preference to the Primary Beneficiaries in the use of the Cabin. The Trustee may consult with the respective Beneficiaries regarding their wishes, and to the extent reasonable, may attempt to accommodate each Beneficiary's wishes. I realize that the wishes of the respective Beneficiaries may from time to time conflict with one another. I expect my Trustee to act in good faith and to be fair in allocating the use of the Cabin among the Beneficiaries. My Trustee's determination of right to use shall be conclusive, and all of my Trustee's decisions under this Article shall be final, unless a Beneficiary can prove by a preponderance of the evidence that my Trustee acted maliciously and in bad faith. Each Beneficiary shall be required to leave the Cabin in a neat and clean condition after each use of the Cabin.

**B. Payment of Insurance, Taxes, Maintenance and Repairs:** The Trustee shall continue to make sure that all property taxes are paid on a timely basis from funds on hand in The Perry Family Cabin Trust. The Trustee shall also make sure that the Cabin is fully insured and pay any premiums due from funds on hand in The Perry Family Cabin Trust. The Trustee shall make sure that any necessary maintenance or repairs are done in an appropriate manner and shall pay for such from funds on hand in The Perry Family Cabin Trust.

I anticipate that the \$15,000 cash reserve in The Perry Family Cabin Trust will be sufficient to pay the operating cost of the Cabin for the first few years after my death. However, I recognize that the \$15,000 may be used up and that, at some point in time, the Beneficiaries will need to periodically make contributions of their own funds to the Perry Family Cabin Trust to pay for property taxes, insurance premiums, routine maintenance, and any extraordinary repairs that may be required. If the cash funds available in the Perry Family Cabin Trust fall below \$3,000 at any time, the Trustee may charge each Beneficiary a reasonable amount for each day of actual use of the Cabin by the Beneficiary, provided that the dollar amount charged each Beneficiary will be the same during any calendar year and will be of an amount reasonably projected by my Trustee to be what is necessary to pay the cost of owning and maintaining the Cabin and to maintain a reserve of \$3,000. I expect my Trustee to allocate such ordinary operating expenses among the Beneficiaries, based upon the number of days of use of the Cabin during each calendar year.

In addition, the Trustee is authorized to assess each of

the Beneficiaries an annual charge in excess of that realized from the daily use charge, if necessary, in order to meet all of the expenses related to the Cabin, maintain a minimum balance of \$3,000 and equitably distribute such expenses among the Beneficiaries.

I also expect that each Beneficiary will be charged with the cost of repairing any damage that Beneficiary, or the Beneficiary's family or invitees, inflict on the Cabin. Each Beneficiary shall be expected to pay any use or other charge within thirty (30) days following a written request for payment by the Trustee. Any amount not paid within thirty (30) days shall commence accruing interest at 12% per annum on the expiration of such thirty-day time period. While a Beneficiary owes any past due amount to The Perry Family Cabin Trust, the Trustee may deny that Beneficiary use of the Cabin. If such amount remains unpaid upon the termination of The Perry Family Cabin Trust, such amount, along with any accrued interest shall be deducted from the Beneficiaries share of the Trust when it is distributed.

C. Termination of Trust: The Perry Family Cabin Trust shall terminate 21 years after the death of all of the Beneficiaries who are living on the date of my death. It is my wish and intention that the ownership of the Cabin be passed unto my surviving heirs in the following manner. My Trustee shall not sell the Cabin but transfer ownership of the Cabin to the persons who would be entitled to inherit under the Oregon laws of intestate succession then in force, and in the shares therein provided, as if I had died intestate on the date The Perry Family Cabin Trust terminates and said property was my net intestate estate. Notwithstanding the above, neither Kim nor Karen nor any lineal descendant(s) of Kim or Karen born after the execution of The Perry Family Cabin Trust shall receive any ownership interest in the Cabin or any portion of The Perry Family Cabin Trust. Any other assets left in The Perry Family Cabin Trust shall also be distributed the same manner as above.

#### ARTICLE X - TRUSTEE POWERS

A. In addition to an any and all Trustee powers previously stated herein, Trustee shall have the following express powers, exercisable in Trustee's sole and absolute discretion, with respect to all property, whether principal or income, at any time coming into its hands, whether by purchase or in any other manner, and every power of Trustee shall continue with respect to any property until final distribution hereof under the terms of this Agreement:

1. To invest and reinvest funds held in The Perry Family



Cabin Trust as long as such funds are available to the Trustee whenever necessary to pay for authorized expenses of the Cabin, without early redemption penalty, brokers fees or other charges beyond minimal service expenses. Such investments may include but are not limited to money market funds, short term certificates of deposit, and savings accounts. A balance of \$1,000 may be held in a checking account that does not generate any interest. An amount over \$1,000 may be retained in such checking account if necessary to expedite payment of authorized expenses that will come due within 60 days.

2. To compromise, contest, arbitrate or abandon claims or demands, all in Trustee's discretion.

3. To have with respect to Trust Property all of the rights of any individual owner, including the power to give proxies, to participate in voting trusts, mergers, consolidations, foreclosures, reorganizations or liquidations, and to exercise or sell stock subscription or conversion rights, except for the right to sell the Cabin unless it is under circumstances specifically authorized in The Perry Family Cabin Trust.

4. To hold securities or other property in the name of a nominee or in such other manner as Trustee deems best with or without disclosing the trust relationship.

5. To employ agents and counsel and to delegate to them such of Trustee's powers as Trustee considers desirable.

6. To divide or distribute Trust Property in undivided interests or in kind or partly in money and partly in kind at such valuations as Trustee considers fair; to sell property for the purpose of making division or distribution as allowed by The Perry Family Cabin Trust.

7. To pay all taxes and all reasonable costs, charges and expenses incurred in the administration of the trusts hereby created, including compensation to Trustee and Trustee's agents and counsel.

8. To perform any and all other acts in Trustee's judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust Property.

9. To have the sole discretion to pay any sum or distribute any property to a beneficiary who is a minor or incapacitated directly to the beneficiary or to the parent, conservator or legal guardian of the beneficiary, except that Kim is not to receive any assets on behalf of Jayson or Janet. (Jayson's and Janet's father, Richard Kimoshita, may receive any payments



on their behalf, if the Trustee deems it in Jayson's and Janet's best interests to do so while they are minors.)

B. All powers and discretions given to Trustee shall be absolute and uncontrolled and each exercise thereof in good faith shall be conclusive on all persons, including persons unascertained or not born. No person dealing with Trustee shall be obliged to see the application of any money paid or property delivered to Trustee. The certificate of Trustee that Trustee is acting according to this instrument shall fully protect all persons dealing with Trustee.

C. The powers herein granted to Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to the laws of the State of Oregon, and shall include all powers necessary to carry the same into effect.

#### ARTICLE XI - ACCOUNTING BY TRUSTEE

Trustee may, at any time from time to time, render an account of its transactions with respect to the The Perry Family Cabin Trust and Trustor shall have full power to settle finally any such account and, on the basis of such account, to release Trustee both individually and as Trustee from all liability, responsibility, or accountability for acts or omissions as Trustee. Any such settlement and release shall have the force and effect of a final decree of a court of competent jurisdiction in a proceeding for a judicial settlement of an account.

#### ARTICLE XII - COMPENSATION AND BONDING OF TRUSTEE

A. Compensation. Trustee or any Successor Trustee, shall be entitled to receive reasonable compensation for Trustee's services in the administration of The Perry Family Trust pursuant to the laws of the State of Oregon.

B. Bonding. Trustee or any Successor Trustee shall not be required to furnish any bond or security for the faithful performance of Trustee's duties herein.

#### ARTICLE XIII - 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. The limitations in this section shall not restrict the exercise of any power of

appointment or the right to disclaim.

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 21 years after the death of my last survivor and my lineal descendants living at the date of my death. 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 The Perry Family Cabin Trust shall be accumulated, added to and thereafter administered as a part of the principal of The Perry Family Cabin Trust.


D. Controlling Law. The laws of the State of Oregon in effect on the date of The Perry Family Cabin Trust shall govern the validity and interpretation of The Perry Family Cabin Trust, unless specifically noted otherwise elsewhere in The Perry Family Cabin Trust.

E. Severability. If any provision of The Perry Family Cabin Trust should be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

F. Survivorship. If any beneficiary under The Perry Family Cabin Trust dies within 60 days after my death, all of the provisions in this trust for the benefit of such person shall lapse, and this trust shall be construed as if such person predeceased me.

IN WITNESS WHEREOF, I have initialed each page and signed the date first above stated.

  
Alta I. Perry, Trustor

  
Alta I. Perry, Trustee



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STATE OF OREGON       )  
                                  ) ss.  
County of Multnomah )

SUBSCRIBED AND SWORN to before me this 29th day of August,  
2000, by Alta I. Perry, as Trustor and Trustee, who acknowledged  
the foregoing instrument to be her free act and deed.



*Susan J. Sappington*  
Notary Public for Oregon  
My Commission Expires: 5/29/01

PAGE 10 THE PERRY FAMILY CABIN TRUST (A REVOCABLE LIVING TRUST)

EXHIBIT "A"

Lot 20 Swift Creek Estates, according to the recorded plat thereof, recorded in Book B of plats, page 72 in the County of Skamania, State of Washington. Subject to the exceptions, rights, covenants, restrictions, reservations, easements and encumbrances attached hereto.