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RETURN ADDRESS:

Scott Long
1581 NW 127th Terrace
Portland OR 97229

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SKAMIA CO. WASH
BY Scott Long

SEP 7 4 45 PM '01

GARY
AUDITOR
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Amended & Restated Trust Agreement
- 2.
3. (Unrecorded Trust)
- 4.

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

1. Long, George B. Sr.
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

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

1. Long, George B. Sr. Trustee
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

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

Cabin Site 35 Whuna Lake Club

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

32-07-15-0-0-1535-00

☐ 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.

COPY
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AMENDED AND RESTATED
WAUNA LAKE PROPERTY TRUST
AGREEMENT

GRANTOR: George B. Long, Sr.

DATE: 2/26/99

TRUSTEE: George B. Long, Sr.

REAL ESTATE EXCISE TAX

21784

SEP 10 2001

PAID evened

OK Deputy

SKAMANIA COUNTY TREASURER

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

**AMENDED AND RESTATED
WAUNA LAKE PROPERTY TRUST
AGREEMENT**

THE TRUST AGREEMENT made on the 22nd day of August, 1994, by and between **GEORGE B. LONG, SR.**, of Portland, Oregon (hereinafter referred to as "Grantor"), **GEORGE B. LONG, SR.** of Portland, Oregon (hereinafter referred to as "Trustee"), with respect to the initial trust estate described in Exhibit "A", is hereby amended and restated by Grantor. Upon execution, this Amended and Restated Trust Agreement shall govern the terms of the Trust.

ARTICLE I

FAMILY/NAME/FIDUCIARIES

1.1 Grantor is married to **ETHEL M. LONG**. This is Grantor's second marriage. Grantor's first spouse is deceased. Grantor has three (3) children: **GEORGE BECK LONG, JR.** (hereinafter referred to as "GEORGE, JR."), **SCOTT BORDEN LONG** (hereinafter referred to as "SCOTT"), and **SHERIDAN CHARLES LONG** (hereinafter referred to as "SHERIDAN"), and two stepchildren, **JAMES RYAN APICELLA** and **JUDITH APICELLA CHAMPIE**. The term wife, as used herein, refers to **ETHEL M. LONG**.

1.2 The Trust created hereunder is named the **WAUNA LAKE PROPERTY TRUST**.

000199

1.3 If the original Trustee shall die, resign, become incompetent, or cease to act for any reason, then SCOTT and GEORGE, JR.,) shall serve as successor Co-Trustees. If either of the successor Trustees shall die, resign, become incompetent or cease to act for any reason, then the other successor Trustee shall continue as sole Trustee. If both successor Trustees shall die, resign, become incompetent, or cease to act for any reason, then the provisions of ARTICLE VII shall be employed in winding up the affairs of the Trust.

ARTICLE II

PURPOSE OF TRUST

2.1 The Vacation Home at Wauna Lake Club in Skamania County, Washington, (hereinafter called "the Club") has heretofore been owned by GEORGE B. LONG, SR. (hereinafter referred to as "GEORGE, SR."), and enjoyed by his children: GEORGE, JR., of Corvallis, Oregon; SCOTT, of Washington County, Oregon; and, SHERIDAN, of Washington County, Oregon, and ETHEL M. LONG, wife of GEORGE B. LONG, SR., and her children, JAMES R. APICELLA and JUDITH A. CHAMPIE, as a family recreational home. GEORGE, SR., has been the owner and holder of a Proprietary Membership Certificate in the Club and the owner and holder of a Lease Deposit Certificate, certain leasehold improvements and household goods, furnishings and fixtures on site No. 35 of said Club. The Proprietary Membership Certificate, the Lease Deposit Certificate, the leaseholder improvement and the household goods, furnishings and fixtures are hereinafter referred to as the "Vacation Home."

2.2 The purpose of this Trust is to provide for the management, usage and ownership succession for the Vacation Home, both during Grantor's life and after Grantor's death. The Trust establishes Trustees, creates initial trust rules, and transfers to Trustees rights to change and create new rules and procedures, from time to time, as necessary and reasonable. It is Grantor's wish and desire that the Vacation Home continue to be used by Grantor's family, after Grantor's death, as it was during his lifetime. Grantor recognizes that this can occur only if the family members, who are the ultimate beneficiaries of this Trust, cooperate in the maintenance and operation of the Vacation Home. Grantor expresses the desire that this Vacation Home not become a source of family strife or squabbling. The beneficiaries of this Trust are Grantor, during his lifetime, and, after Grantor's death, **GEORGE, JR., SCOTT, and SHERIDAN** or their heirs, including adopted children.

2.3 So long as the Vacation Home is subject to this Trust, the Grantor would like the Co-Trustees to accommodate the usage of the Vacation Home by the surviving spouse and his stepchildren, if they so desire. Grantor requests that his surviving spouse not be charged any share of expenses when she uses the Vacation Home. **JAMES R. APICELLA** and **JUDITH A. CHAMPIE** may be charged a reasonable use fee by the Trust for their usage of the Vacation Home. Grantor recognizes that these are precatory requests, since under this Trust his surviving spouse and stepchildren are not receiving any legal or equitable interest in the Vacation Home, once the Grantor dies.

ARTICLE III

RIGHTS RESERVED BY GRANTOR

3.1 Grantor reserves the right to remove all or any part of the property from the Trust by notifying Trustees of such removal in writing. Grantor reserves the right to add to the Trust Estate, at any time, by delivering additional property to Trustees.

3.2 Grantor reserves the right to alter, amend, modify, or revoke this Trust, in whole or in part, at any time or times, as often as Grantor wishes, by an instrument in writing delivered to Trustees.

ARTICLE IV

CLUB BYLAWS, LEGAL INTEREST AND MEMBERSHIP

4.1 The present Club Bylaws provide that a Membership Certificate and an associated Leasehold Deposit Certificate shall be in the name of one person only and unencumbered. They provide that the Proprietary Membership Certificate can be held in a family trust, such as this Trust. They also provide that certain classes of persons may qualify as Associate Members, and thus enjoy the facilities of the Club. They also provide that when a Lease Deposit Certificate is passed from a parent to a lineal heir, that heir can apply for a Proprietary Membership Certificate and the siblings of that heir may, with qualification, become or remain Associate Members of the Club. Provision is made for certain Proprietary Members to keep their Membership when they sell or transfer their Vacation Home or pass on their Lease Deposit Certificate. Upon the death of that Member, the Membership may be passed on to that

Member's spouse. Provision is also made for certain relatives of Proprietary Members to enjoy the facilities of the Club without becoming Associate Members.

4.2 In recognition of the Club Bylaws, upon Grantor's death or resignation as Trustee, upon payment of a fee, an additional Proprietary Membership and the Vacation Home's Leasehold Deposit Certificate shall be placed in SCOTT's name, as a Trustee, in trust for GEORGE, JR., SCOTT, and SHERIDAN, and for GEORGE, SR., subject to provisions in this Trust. As Proprietary Member, SCOTT shall represent the Trust to the Club.

4.3 If SCOTT should die, resign, become incompetent or cease to act as Trustee for any reason, upon payment of a fee a new Proprietary Membership and Leasehold Deposit Certificate shall be placed in GEORGE, JR.'s name, as the Trustee, in trust for GEORGE, JR., SCOTT, and SHERIDAN, and GEORGE, SR., subject to provisions in this Trust. The Club may require SCOTT to surrender his Proprietary Membership Certificate, which he agrees to do. As Proprietary Member, GEORGE, JR., shall represent the Trust to the Club.

4.4 If GEORGE, JR. should die, resign, become incompetent or cease to act as Trustee for any reason, upon payment of a fee, a new Proprietary Membership and Leasehold Deposit Certificate shall be placed in SHERIDAN's name, as the Trustee, in trust for GEORGE, JR., SCOTT, and SHERIDAN, and GEORGE, SR., subject to provisions in this Trust. The Club may require GEORGE, JR. to surrender his Proprietary Membership

Certificate, which he agrees to do. As Proprietary Member, SHERIDAN, shall represent the Trust to the Club.

4.5 The Proprietary Member shall not enjoy any special rights or privileges by virtue of being the legal title holder and Proprietary Member, except that he may hold any office in the Club, if so appointed or elected. The Proprietary Member may appoint other family members, as allowed by the Club Bylaws, to represent the Vacation Home, by proxy, as Club board members, at Club meetings and in Club elections. Any representation of the Trust to the Club is to be pursuant to the instructions of the Co-Trustees.

4.6 If at any time the Trustees of this Trust become deadlocked or in disagreement over the terms and conditions of the Vacation Home's use or maintenance or other issues of operation, and the Vacation Home becomes the center of family discord, or two of Grantor's children decide they no longer wish to use the Vacation Home or retain their ownership interest, or die, then the Vacation Home shall be appraised, pursuant to ARTICLE VII. Any Beneficiary shall have the right to purchase the Vacation Home at the appraised value for cash. If more than one Beneficiary wishes to purchase and a negotiated agreement cannot be agreed to within two (2) weeks, then the Vacation Home shall be placed on the market. The Trustee shall sell to the highest bidder for cash. Any or all Beneficiaries shall be eligible to bid, and if a Beneficiary bids the same price as a non-beneficiary, the Trustees shall give preference to the Beneficiary's bid. The cash, less any costs and taxes shall forthwith be distributed to the three beneficiaries, or their heirs, including adopted children, and this Trust shall terminate.

ARTICLE X

MISCELLANEOUS

10.1 This AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT shall be governed by and construed according to the laws of the State of Oregon.

10.2 After Grantor's death, the beneficiaries, by majority vote, shall have the power to amend any part of the Trust, except ARTICLE I, ARTICLE II, section 5.3 of ARTICLE V, ARTICLE VII, and section 8.1 of ARTICLE VIII. After Grantor's death, the beneficiaries can, by unanimous agreement, amend section 5.3 of ARTICLE V and ARTICLE VII.

10.3 After Grantor's death, if any of the beneficiaries engage in a course of conduct involving verbal abuse; failure to comply with the use rules for the Vacation Home or failure to follow Club rules, the other beneficiaries shall have the option to purchase that

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beneficiary's interest in the Vacation Home, under the appraisal and payment provisions set forth in section 7.5 and section 7.4 of ARTICLE VII.

IN WITNESS WHEREOF, Grantor hereunto sets his hand to this, AMENDED
AND RESTATED TRUST AGREEMENT FOR THE WAUNA LAKE PROPERTY
TRUST, on this 26th day of February, 1999.

GRANTOR AND TRUSTEE

George B. Long
GEORGE B. LONG, SR.

SUBSCRIBED AND SWORN to before me this 26th day of February, 1999.

Clarence Greenwood
Notary Public
My Commission Expires: 3/9/2001



We, GEORGE LONG, JR., SCOTT LONG and SHERIDAN LONG, have reviewed this Trust and approve its form and agree to its terms and conditions and agree to serve as Trustee as provided in the Trust.

George B. Long Jr.
GEORGE LONG, JR.

SCOTT LONG

SHERIDAN LONG

STATE OF OREGON)
County of _____) ss.

The foregoing AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT was subscribed and sworn to before me, the undersigned Notary Public for the State of Oregon, by GEORGE LONG, JR., this 9th day of March, 1999.

Michele R. Vernon
Notary Public
My Commission Expires: June 3 2002

STATE OF OREGON)
County of Benton) ss.



The foregoing AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT was subscribed and sworn to before me, the undersigned Notary Public for the State of Oregon, by SCOTT LONG, this ____ day of February, 1999.

Notary Public
My Commission Expires: _____

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STATE OF OREGON)
) ss.
County of _____)

The foregoing AMENDED AND RESTATED WAUNA LAKE PROPERTY
TRUST AGREEMENT was subscribed and sworn to before me, the undersigned Notary Public
for the State of Oregon, by SHERIDAN LONG, this ____ day of February, 1999.

Notary Public
My Commission Expires: _____

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We, GEORGE LONG, JR., SCOTT LONG and SHERIDAN LONG, have reviewed this Trust and approve its form and agree to its terms and conditions and agree to serve as Trustee as provided in the Trust.

GEORGE LONG, JR.

Scott Long

SCOTT LONG

SHERIDAN LONG

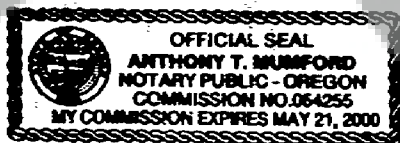
STATE OF OREGON)
) ss.
County of _____

The foregoing AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT was subscribed and sworn to before me, the undersigned Notary Public for the State of Oregon, by GEORGE LONG, JR., this ____ day of February, 1999.

Notary Public
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of WASHINGTON

The foregoing AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT was subscribed and sworn to before me, the undersigned Notary Public for the State of Oregon, by SCOTT LONG, this 3 day of ~~February~~ ^{MARCH}, 1999.



Anthony T. Mumford

Notary Public
My Commission Expires: MAY 21, 2000

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STATE OF OREGON)
) ss.
County of _____)

The foregoing AMENDED AND RESTATED WAUNA LAKE PROPERTY
TRUST AGREEMENT was subscribed and sworn to before me, the undersigned Notary Public
for the State of Oregon, by SHERIDAN LONG, this ____ day of February, 1999.

Notary Public
My Commission Expires: _____

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We, **GEORGE LONG, JR., SCOTT LONG and SHERIDAN LONG**, have reviewed this Trust and approve its form and agree to its terms and conditions and agree to serve as Trustee as provided in the Trust.

GEORGE LONG, JR.

SCOTT LONG



SHERIDAN LONG

STATE OF OREGON)
) ss.
County of _____)

The foregoing **AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT** was subscribed and sworn to before me, the undersigned Notary Public for the State of Oregon, by **GEORGE LONG, JR.**, this ____ day of February, 1999.

Notary Public
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

The foregoing **AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT** was subscribed and sworn to before me, the undersigned Notary Public for the State of Oregon, by **SCOTT LONG**, this ____ day of February, 1999.

Notary Public
My Commission Expires: _____

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STATE OF OREGON)

County of Multnomah ss.

The foregoing AMENDED AND RESTATED WAUNA LAKE PROPERTY TRUST AGREEMENT was subscribed and sworn to before me, the undersigned Notary Public for the State of Oregon, by SHERIDAN LONG, this 9 day of February, 1999.



Beverly J. Helling
Notary Public
My Commission Expires: July 19, 2002

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EXHIBIT A

1. Wauna Lake Club Proprietary Membership Certificate No. 118.
2. Wauna Lake Club Lease Deposit Certificate No. 70 in the amount of \$500.00.
3. The leaseholder improvement located on Cite 35 at Wauna Lake Club in Skamania County, Washington.
4. The household goods, furnishings and fixtures located at the vacation home on Cite 35 at Wauna Lake Club in Skamania County, Washington.