

WHEN RECORDED RETURN TO:

Keith Brown & Teresa A. Robbins
211 Malfait Tracts Rd.
Washougal, WA 98671

Skamania County, WA

Total: \$221.50

MISC

Pgs=19

2022-002285

11/29/2022 03:28 PM

Request of: KEITH BROWN & TERESA ROBBINS



00014778202200022850190192

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)

LIVING TRUST & Amendment

REFERENCE NUMBER(S) of Documents assigned or released:☐ Additional numbers on page ____ of document.**GRANTOR(S):**

1. Keith Brown
2. Teresa Robbins
3. The Keith Brown and Teresa Robbins LIVING TRUST

☐ Additional names on page ____ of document.**GRANTEE(S):**

1. Teresa Robbins
2. Keith Brown
3. The Keith Brown and Teresa Robbins LIVING TRUST

☐ Additional names on page ____ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

02053143100000

☐ Complete legal on page ____ of document.**Assessor's Property Tax Parcel #**☐ Additional parcel numbers on page ____ of document.

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

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

The Keith Brown and Teresa Robbins

Living Trust

DECLARATION OF TRUST

I. Trust Name

This trust shall be known as The Keith Brown and Teresa Robbins Living Trust.

II. Trust Property

(A) Property Placed in Trust

Keith Brown and Teresa Robbins, called the grantors or trustees, declare that they have set aside and hold in The Keith Brown and Teresa Robbins Living Trust all their interest in the property described in the attached Schedule A.

The trust property shall be used for the benefit of the trust beneficiaries, and shall be administered and distributed by the trustees in accordance with this Declaration of Trust.

(B) Rights Retained by Grantors

As long as both grantors are alive, both grantors retain all rights to all income, profits, and control of the trust property listed on Schedule A of The Keith Brown and Teresa Robbins Living Trust.

(C) Additional or After-Acquired Property

Either grantor, or both, may add property to the trust at any time.

(D) Character of Property Placed in Trust

While both grantors are alive, property transferred to this trust shall retain its original character. If the trust is revoked, the trustee shall distribute the trust property to the grantors based on the same ownership rights they had before the property was transferred to the trust, as specified below.

1. Shared Property

All trust property listed on Schedule A was shared property: owned as community property of the grantors and shall retain that character after being transferred to this trust. If the trust is revoked, this property shall be returned to the grantors as their community property.

(E) Revocation

As long as both grantors live, either grantor may revoke The Keith Brown and Teresa Robbins Living Trust at any time by writing given to the other grantor. No beneficiary need be given any notice of revocation. After the death of a spouse, the surviving spouse can amend his or her continuing revocable living trust, Trust 2, as defined in Section V, Paragraph (B).

(F) Amendment

As long as both grantors live, The Keith Brown and Teresa Robbins Living Trust may be altered, amended, or modified only by a writing signed by both grantors.

(G) Homestead Rights

If the Grantors' principal residence is held in this trust, Grantors have the right to possess and occupy it for life, rent-free and without charge, except for taxes, insurance, maintenance, and related costs and expenses. This right is intended to give Grantors a beneficial interest in the property and to ensure that the Grantors, or either of them, do not lose eligibility for a state homestead tax exemption for which either Grantor otherwise qualifies.

III. Trustees

(A) Original Trustees

The trustees of The Keith Brown and Teresa Robbins Living Trust and any other trust created under this Declaration of Trust shall be Keith Brown and Teresa Robbins. Either trustee may act for, and represent, the trust in any transaction.

(B) Trustee on Death or Incapacity of Original Trustee

Upon the death or incapacity, of Teresa Robbins or Keith Brown, the other spouse shall serve as sole trustee of this trust created under this Declaration of Trust.

(C) Trustee's Responsibility

The trustee in office shall serve as trustee of all trusts created under this Declaration of Trust.

(D) Terminology

In this Declaration of Trust, the term "trustee" includes any successor trustee or trustees. The singular "trustee" also includes the plural.

(E) Successor Trustee

Upon the death or incapacity of the surviving spouse, or the incapacity of both spouses, the successor trustee shall be Nikki Rae Cavalero. If she is unable to serve or to continue serving as successor trustee, the next successor trustee shall be Alicia Dawn Wagner.

(F) Resignation of Trustee

Any trustee in office may resign at any time by signing a notice of resignation. The resignation must be delivered to the person or institution who is either named in this Declaration of Trust, or appointed by the trustee under Section III, Paragraph (G), to next serve as trustee.

(G) Power to Appoint Successor Trustee

If all the successor trustees named in this Declaration of Trust cease to, or are unable to, serve as trustee, any trustee may appoint an additional successor trustee or trustees to serve in the order nominated. The appointment must be made in writing, signed by the trustee, and notarized.

(H) Bond Waived

No bond shall be required of any trustee.

(I) Compensation

No trustee shall receive any compensation for serving as trustee, unless the trustee serves as a trustee because the grantors or a grantor becomes incapacitated.

(J) Liability of Trustee

With respect to the exercise or nonexercise of discretionary powers granted by this Declaration of Trust, the trustee shall not be liable for actions taken in good faith.

IV. Beneficiaries

1. Husband's Residuary Beneficiary

The beneficiary of any trust property owned by Keith Brown as his share of the trust property listed on Schedule A shall be Teresa Robbins. If Teresa Robbins does not survive Keith Brown, that property shall be given in equal shares of 16.67% to his daughters and step-daughters, Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Kaci Jo Furniss, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl. Any daughter/step-daughter with a loan balance still owing (as specified on Schedule B) will have her remaining loan balance deducted from her share of the property. That deducted balance will then be distributed equally (20% to each) among the remaining five daughter/step-daughters.

2. Wife's Residuary Beneficiary

The beneficiary of any trust property owned by Teresa Robbins as her share of the trust property listed on Schedule A shall be Keith Brown. If Keith Brown does not survive Teresa Robbins, that property shall be given in equal shares of 16.67% to her daughters and step-daughters, Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Kaci Jo Furniss, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl. Any daughter/step-daughter with a loan balance still owing (as specified on Schedule B) will have her

remaining loan balance deducted from her share of the property. That deducted balance will then be distributed equally (20% to each) among the remaining five daughter/step-daughters.

V. Administration of Trust Property

(A) Terminology

The first grantor to die shall be called the "deceased spouse." The living grantor shall be called the "surviving spouse."

(B) Division and Distribution of Trust Property on Death of Spouse

1. Upon the death of the deceased spouse, the trustee shall divide the property of The Keith Brown and Teresa Robbins Living Trust listed on Schedule A into two separate trusts, Trust 1 and Trust 2. The trustee shall serve as trustee of Trust 1 and Trust 2.

2. Trust 1 shall contain all the property of The Keith Brown and Teresa Robbins Living Trust owned by the deceased spouse at the time it was transferred to the trustee, plus shared ownership property with a total value equal to one-half of the total value at the time of the deceased spouse's death of shared ownership property, plus accumulated income, appreciation in value, and the like, attributable to the ownership interest of the deceased spouse, and his or her share of all property acquired in the trust's name or the trustees' names. Trust 1 becomes irrevocable at the death of the deceased spouse. The trustee shall distribute the property in Trust 1 to the beneficiaries named by the deceased spouse in Section IV of this Declaration of Trust.

3. Trust 2 shall contain all the property of The Keith Brown and Teresa Robbins Living Trust owned by the surviving spouse at the time it was transferred to the trust, plus accumulated income, appreciation in value, and the like attributable to the ownership interest of the surviving spouse and any trust property left by the deceased spouse to the surviving spouse.

4. The trustee shall have exclusive authority to determine the paperwork and record keeping necessary to establish Trust 1 and Trust 2.

(C) Property Left to the Surviving Spouse

Any trust property left by the deceased spouse to the surviving spouse shall remain in the surviving spouse's revocable trust, Trust 2, without necessity of a formal transfer to that trust.

(D) Administration of Trust 2

1. Rights Retained by Surviving Spouse

Until the death of the surviving spouse, all rights to all income, profits, and control of property in Trust 2 shall be retained by or distributed to the surviving spouse.

2. Revocation

The surviving spouse may amend or revoke Trust 2 at any time during his or her lifetime, without notifying any beneficiary.

3. Distribution of Property in Trust 2

Upon the death of the surviving spouse, Trust 2 becomes irrevocable, and the property in Trust 2 shall be distributed to the beneficiaries listed in Section IV.

VI. Incapacity

(A) Incapacity of Both Grantors

If both grantors become physically or mentally incapacitated and are no longer able to manage this trust, the person or persons named as successor trustee shall serve as trustee. The determination of the grantors' capacity to manage this trust shall be made by those of the persons listed below who are reasonably available when the successor trustee requests their opinion. If a majority of these persons state, in writing, that in their opinion the grantors are no longer reasonably capable of serving as trustee, the successor trustee shall serve as trustee.

**Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Kaci Jo
Furniss, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl.**

The successor trustee shall pay trust income at least annually to, or for the benefit of, the grantors and may also spend any amount of trust income or trust principal necessary, in the successor trustee's discretion, for the needs of the grantors, until the grantors, or either of them, are again able to manage their own affairs, or until their deaths.

(B) Incapacity of Surviving Spouse

If, after the death of the deceased spouse, the surviving spouse becomes physically or mentally incapacitated and is no longer able to manage Trust 2, the person or persons named as successor trustee shall serve as trustee. The determination of the grantor's capacity to manage the trust shall be made by those of the persons listed below who are reasonably available when the successor trustee requests their opinion. If a majority of these persons state, in writing, that in their opinion the grantor is no longer reasonably capable of serving as trustee, the successor trustee shall serve as trustee.

Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Kaci Jo Furniss, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl.

The successor trustee shall pay trust income at least annually to, or for the benefit of, the surviving spouse and may also spend any amount of the trust principal necessary in the successor trustee's discretion, for the needs of the surviving spouse until the surviving spouse is again able to manage his or her own affairs, or until his or her death.

VII. Simultaneous Death

If both grantors should die simultaneously, or under such circumstances as to render it difficult or impossible to determine who predeceased the other, it shall be conclusively presumed that both died at the same moment, and neither shall be presumed to have survived the other. The trustee shall distribute the trust property to the named beneficiaries.

VIII. Trustee's Powers and Duties

(A) Powers Under State Law

To carry out the provisions of this Declaration of Trust, and to manage the trust property of The Keith Brown and Teresa Robbins Living Trust, Trust 1, and Trust 2 created under this Declaration of Trust, the trustee shall have all authority and power allowed or conferred under Washington state law, subject to the rights retained by each grantor in Section II(B) and to the trustee's fiduciary duty to the grantors and the beneficiaries.

(B) Specified Powers

The trustee's powers include, but are not limited to:

1. The power to sell trust property, and to borrow money and to encumber property, specifically including trust real estate, by mortgage, deed of trust, or other method.
2. The power to manage trust real estate as if the trustee were the absolute owner of it, including the power to lease (even if the lease term may extend beyond the period of any trust) or grant options to lease the property, to make repairs or alterations, and to insure against loss.
3. The power to sell or grant options for the sale or exchange of any trust property, including stocks, bonds, debentures, and any other form of security or security account, at public or private sale for cash or on credit.
4. The power to invest trust property in property of any kind, including but not limited to bonds, debentures, notes, mortgages, stocks, stock options, stock futures, and buying on margin.
5. The power to receive additional property from any source and add to any trust created by this Declaration of Trust.
6. The power to employ and pay reasonable fees to accountants, lawyers, or investment experts for information or advice relating to the trust.
7. The power to deposit and hold trust funds in both interest-bearing and non-interest-bearing accounts.

8. The power to deposit funds in bank or other accounts uninsured by FDIC coverage.
9. The power to enter into electronic fund transfer or safe deposit arrangements with financial institutions.
10. The power to continue any business of either grantor.
11. The power to institute or defend legal actions concerning the trust or grantors' affairs.
12. The power to execute any document necessary to administer any trust created in this Declaration of Trust.
13. The power to diversify investments, including authority to decide that some or all of the trust property need not produce income.

(C) Payment by the Trustee of the Grantors' Debts and Taxes

1. Wife's Debts and Taxes

Teresa Robbins's debts and death taxes shall be paid by the trustee.

2. Husband's Debts and Taxes

Keith Brown's debts and death taxes shall be paid by the trustee.

IX. General Administrative Provisions

(A) Controlling Law

The validity of The Keith Brown and Teresa Robbins Living Trust and construction of its provisions shall be governed by the laws of Washington state.

(B) Severability

If any provision of this Declaration of Trust is ruled unenforceable, the remaining provisions shall nevertheless remain in effect.

(C) Amendments

The term "Declaration of Trust" includes any provisions added by valid amendment.

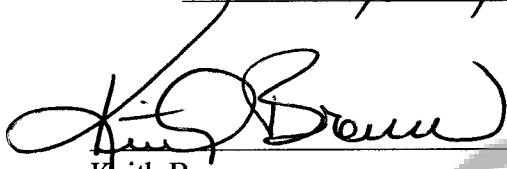
(D) Accountings

No accountings or reports shall be required of the trustee.

Certification by Grantors

We certify that we have read this Declaration of Trust and that it correctly states the terms and conditions under which the trust property is to be held, managed, and disposed of by the trustees and we approve the Declaration of Trust.

Dated: 8/25/09



Keith Brown
Grantor and Trustee



Teresa Robbins
Grantor and Trustee

Notary's Acknowledgment

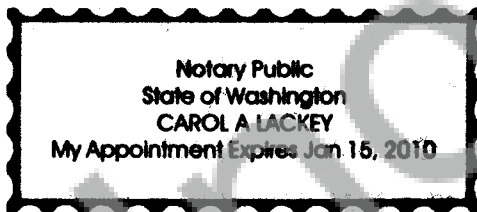
State of Washington

County of Clark

On 8/25/09 before me, Keith Brown & Teresa Robbins,
a notary public, personally appeared Keith Brown and Teresa Robbins, who proved to me
on the basis of satisfactory evidence to be the persons whose names are subscribed to the
within instrument and acknowledged to me that they executed the same in their authorized
capacities, and that by their signatures on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington
that the foregoing is true and correct.

WITNESS my hand and official seal.



Carol A. Lackey
Signature of Notary Public

CAROL A. LACKEY
Printed Name

Notary Public for the State of Washington

Residing at: Washougal

[NOTARIAL SEAL]

My commission expires: 01-15-10

Form 9: Amendment to Basic Shared Living Trust or AB Trust

Amendment to Living Trust

This Amendment to The Keith Brown and Teresa Robbins Living Trust dated August 25, 2009, is made this 26th day of October, 2022 by Keith Brown and Teresa Robbins the grantors and trustees of the trust. Under the power of amendment reserved to the grantors by Section II, Paragraph (F), of the Declaration of Trust, the grantors amend the trust as follows:

1. The following is deleted from the Declaration of Trust:

Section IV Paragraph 1

1. Husband's Residuary Beneficiary

The beneficiary of any trust property owned by Keith Brown as his share of the trust property listed on Schedule A shall be Teresa Robbins. If Teresa Robbins does not survive Keith Brown, that property shall be given in equal shares of 16.67% to his daughters and step-daughters, Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Kaci Jo Furniss, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl. Any daughter/step-daughter with a loan balance still owing (as specified on Schedule B) will have her remaining loan balance deducted from her share of the property. That deducted balance will then be distributed equally (20% to each) among the remaining five daughter/step-daughters.

2. The following is added to the Declaration of Trust:

Section IV Paragraph 1

1. Husband's Residuary Beneficiary

The beneficiary of any trust property owned by Keith Brown as his share of the trust property listed on Schedule A shall be Teresa Robbins. If Teresa Robbins does not survive Keith Brown, a Quitclaim Deed for the house and real estate at 3536 N. 7th, Coeur d'Alene, Idaho will be issued to Carissa McKay and LittleJohn McKay, purchasers as

listed in Schedule A. The remaining property on Schedule A shall be given in equal shares of 20% to his daughters and step-daughters, Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl. Any daughter/step-daughter with a loan balance still owing (as specified on Schedule B) will have her remaining loan balance deducted from her share of the property. That deducted balance will then be distributed equally (20% to each) among the five daughter/step-daughters.

3. The following is deleted from the Declaration of Trust:

Section IV Paragraph 2

2. Wife's Residuary Beneficiary

The beneficiary of any trust property owned by Teresa Robbins as her share of the trust property listed on Schedule A shall be Keith Brown. If Keith Brown does not survive Teresa Robbins, that property shall be given in equal shares of 16.67% to her daughters and step-daughters, Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Kaci Jo Furniss, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl. Any daughter/step-daughter with a loan balance still owing (as specified on Schedule B) will have her remaining loan balance deducted from her share of the property. That deducted balance will then be distributed equally (20% to each) among the remaining five daughter/step-daughters.

4. The following is added to the Declaration of Trust:

Section IV Paragraph 2

2. Wife's Residuary Beneficiary

The beneficiary of any trust property owned by Teresa Robbins as her share of the trust property listed on Schedule A shall be Keith Brown. If Keith Brown does not survive Teresa Robbins, a Quitclaim Deed for the house and real estate at 3536 N. 7th, Coeur d'Alene, Idaho will be issued to Carissa McKay and LittleJohn McKay, purchasers as listed in Schedule A. The remaining property on Schedule A shall be given in equal shares

of 20% to her daughters and step-daughters, Kelly Christine Camp, Alicia Dawn Wagner, Nikki Rae Cavalero, Carissa Ann McKay, and Ariel Elizabeth Dehaven Garl. Any daughter/step-daughter with a loan balance still owing (as specified on Schedule B) will have her remaining loan balance deducted from her share of the property. That deducted balance will then be distributed equally (20% to each) among the five daughter/step-daughters.

5. The following is deleted from the Declaration of Trust:

Section VI

(A) Paragraph 2

Kaci Jo Furniss

(B) Paragraph 2

Kaci Jo Furniss

In all other respects, the Declaration of Trust as executed on August 25, 2009, by the grantors is affirmed.

Executed at Washougal, WA, on October 26, 2022.

Kath Brown

Grantor and Trustee

Patricia Robbins

Grantor and Trustee

Notary's Acknowledgment

State of Washington

County of Clark

On 10/26/22 before me, Teresa L Guise,
a notary public, personally appeared Keith Brown and
Teresa Robbins, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public Teresa L Guise

Printed Name Teresa L Guise

Notary Public for the State of Washington

Residing at: Clark County

[NOTARIAL SEAL]

My commission expires: 1.21.2023

**Keith Brown and Teresa Robbins
Living Trust**

Schedule A

Shared Property Placed in Trust:

The house, structures and real estate at 211 Malfait Tracts Road, Washougal, Washington and all personal possessions and household furnishings there in.

The house and real estate at 3536 N. 7th, Coeur d'Alene, Idaho. This house is being purchased by Carissa McKay and Little John McKay.

**Keith Brown and Teresa Robbins
Living Trust
October 2022
Schedule B**

Year	Carissa Ann Mckay	Additional Loans	CDA House (6%)	Payments	Total Loan Principal
2009	\$6,423.96				
2010	\$6,423.96				
2011	\$6,423.96				
2012	\$8,923.96				
2013	\$9,925.91	\$1,001.95			
2014	\$9,925.91				
2015	\$9,925.91				
2016	\$12,849.31	\$2,923.40			
2017	\$14,814.11	\$1,964.80			
2018	\$17,599.51	\$2,785.40			
2019	\$19,650.62	\$2,051.11			
2020	\$32,154.54	\$12,503.92			
2021	\$32,154.54				
2022	\$32,154.54				
2023	\$32,154.54		\$215,000.00	\$7,190.01	\$239,964.53
2024	\$32,154.54		\$210,521.93	\$17,256.24	\$225,420.23
2025	\$32,154.54		\$205,767.65	\$17,256.24	\$220,665.95
2026	\$32,154.54		\$200,720.15	\$17,256.24	\$215,618.45
2027	\$32,154.54		\$195,361.32	\$17,256.24	\$210,259.62
2028	\$32,154.54		\$189,671.98	\$17,256.24	\$204,570.28
2029	\$32,154.54		\$183,631.73	\$17,256.24	\$198,530.03
2030	\$32,154.54		\$177,218.93	\$17,256.24	\$192,117.23
2031	\$32,154.54		\$170,410.60	\$17,256.24	\$185,308.90
2032	\$32,154.54		\$163,182.35	\$17,256.24	\$178,080.65
2033	\$32,154.54		\$155,508.28	\$17,256.24	\$170,406.58
2034	\$32,154.54		\$147,360.88	\$17,256.24	\$162,259.18
2035	\$32,154.54		\$138,710.98	\$17,256.24	\$153,609.28
2036	\$32,154.54		\$129,527.56	\$17,256.24	\$144,425.86
2037	\$32,154.54		\$119,777.73	\$17,256.24	\$134,676.03
2038	\$32,154.54		\$109,426.56	\$17,256.24	\$124,324.86
2039	\$32,154.54		\$98,436.95	\$17,256.24	\$113,335.25
2040	\$32,154.54		\$86,769.52	\$17,256.24	\$101,667.82

2041	\$32,154.54
2042	\$32,154.54
2043	\$32,154.54
2044	\$32,154.54
2045	\$32,154.54
2046	\$31,579.17
2047	\$14,322.93

\$74,382.47	\$17,256.24	\$89,280.77
\$61,231.41	\$17,256.24	\$76,129.71
\$47,269.23	\$17,256.24	\$62,167.53
\$32,445.89	\$17,256.24	\$47,344.19
\$16,708.27	\$17,256.24	\$31,606.57
\$0.00	\$17,256.24	\$14,322.93
\$0.00	\$14,322.93	\$0.00

Unofficial
Copy