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Filed for Record at the Request of:
Sayre & Sayre, P.S.
201 W. North River Dr., Suite 460
Spokane, WA 99201

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IDWR / NORTH

**REVOCABLE LIVING TRUST
OF
LOUISE C. REYNOLDS**

THIS TRUST AGREEMENT is made and entered into by and between **LOUISE C. REYNOLDS** hereinafter referred to as the "Settlor", and **LOUISE C. REYNOLDS** hereinafter referred to as "Trustee".

WHEREAS, the Settlor is the owner of the real property interests described in Exhibit "A" which is attached hereto and, by this reference, made a part hereof, and said real property is hereinafter referred to as the "Property"; and

WHEREAS, the Settlor desires to convey the Property to the Trustee, in trust, to be held and administered in accordance herewith;

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms and provisions herein contained, and the mutual benefits to be derived herefrom, the parties do hereby contract, covenant and agree as follows:

1. **Trust Property**. For good and valuable consideration, the Settlor does hereby convey, transfer and deliver to the Trustee the property described in Exhibit "A" annexed hereto, to have and to hold the same, together with any cash, securities, or other property which the Settlor may hereafter convey to the Trustee, pursuant to any of the provisions of this Trust Agreement, all of such property being hereinafter referred to collectively as the trust estate, for the uses and purposes and upon the terms and conditions herein set forth.

2. **Dispositive Provisions**. The Trustee shall hold, manage, invest and reinvest the trust estate, and shall collect the income thereof and shall dispose of the net income and principal of the trust estate as follows:

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a. During the lifetime of LOUISE C. REYNOLDS she shall be the beneficiary of this Trust, and shall have the full use, enjoyment and benefit of any and all real property and personal property of the trust estate, free of rent, and the Trustee shall pay to them all of the net income from this trust annually, or at more frequent intervals. The Trustee may, in the Trustee's absolute discretion, pay to or apply for the benefit of LOUISE C. REYNOLDS in addition to the payments hereinabove provided for her, such amounts from the principal of the trust estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for the use and benefit of LOUISE C. REYNOLDS.

b. In the event the trust estate does not have sufficient funds with which to pay the expenses of ownership and maintenance of the property described in Exhibit "A", the beneficiary shall be responsible for and obligated to pay said expenses.

c. Upon the death of LOUISE C. REYNOLDS (hereinafter referred to as the "Deceased Settlor"), the trust estate as it is then constituted shall be distributed as the Deceased Settlor appoints by her Last Will and Testament or by the last unrevoked written document delivered to the Trustee during such Settlor's lifetime, by specific reference to this reserved general power of appointment. To the extent the Deceased Settlor fails to effectively exercise this power of appointment, the Trustee shall distribute the trust estate (or the portion not effectively appointed) to the Personal Representative of the estate of the Deceased Settlor.

3. **Successor Trustees.** Upon the death of the Trustee, or in the event the Trustee, for any reason, is unable or unwilling to so act, then DEAN A. REYNOLDS is hereby appointed as successor Trustee to hold and administer this Trust in accordance with the terms and provisions hereof, he to serve without bond. If for any reason DEAN A. REYNOLDS is unable or unwilling to act as successor Trustee hereunder, either before or after qualifying, I hereby appoint CHRISTINE E. REYNOLDS as successor Trustee to hold and administer this Trust in accordance with the terms and provisions hereof, she to serve without bond.

4. **Trustee's Powers.** Without regard to any legal restrictions otherwise applicable to Trustee, the Trustee are authorized and empowered, in the sole and absolute discretion of the Trustee, to exercise the following discretionary powers as well as any other powers conferred by law:

a. To retain, whether originally a part of the trust estate or subsequently acquired, and to purchase or otherwise acquire and to retain, any property, whether or not such property is authorized for investment by law, or is unsecured, unproductive, or of a wasting nature, all without diversification as to kind and amount.

b. To transfer, sell, exchange, partition, lease, mortgage, create a security interest in, pledge, give options upon, or otherwise dispose of any property at any time held by Trustees, at public or private sale or otherwise, for cash or other considerations or on credit, and upon such terms and conditions, with or without security, and for such price, as they may determine.

c. To hold any part of the trust estate in cash or uninvested for any period deemed advisable.

d. To extend, modify or waive the terms of any bond or mortgage at any time forming part of the trust estate; to foreclose any such mortgage or take title to the property securing it by deed in lieu of foreclosure or otherwise; to protect or redeem any such property from forfeiture for nonpayment of taxes or other liens; and generally to exercise as to any such bond or mortgage or such property all powers that an absolute owner might exercise.

e. To exercise any option, right or privilege to convert bonds, notes, corporate shares or other securities, or to subscribe for additional or other bonds, notes, corporate shares or other securities; to make such conversions or subscriptions; to make payments therefor, and to advance or borrow money for the purpose of exercising any such option, right or privilege, and to hold as investments such bonds, notes, corporate shares and other securities so acquired, notwithstanding that they are not of a character authorized for investments by law or by other provisions of this Trust Agreement.

f. To vote any corporate shares held by the Trustee in person, through a designee, or by proxy, with or without power of substitution, and to exercise authority or proxies to one or more designees or nominees.

g. To borrow money for any trust purpose and to pledge all or any part of the trust estate to secure such borrowing, without incurring any personal liability therefor.

h. To pay, extend, renew, modify or compromise, upon such terms as the Trustee may determine, and upon such evidence as the Trustee may deem sufficient, any obligation or claim, including taxes, either in favor of or against the trust estate.

i. To hold or register any securities or other property of the trust estate in the names of a nominee or in such form as to pass by delivery, with or without indicating the fiduciary character of such securities or other property.

j. To hold any separate parts or shares of the trust estate wholly or partly in undivided form for convenience of investment and administration.

k. To divide and distribute the trust estate in kind or in money, or partly in each, or by way of undivided interests, and for such purposes to value any property to be thus divided or distributed at fair market values at the date or dates of distribution.

5. **Additional Property.** The Settlor respectfully reserves the right for the Settlor or any other person to increase the trust estate by delivering property to the Trustee to be held and administered pursuant to this Trust Agreement, and all such additional property shall be a part of the trust estate.

6. **Spendthrift Clause.** No interest of any beneficiary under any trusts created hereby either in income or in principal shall be subject to pledge, assignment, sale or transfer in any manner, nor shall any beneficiary have the power in any manner to anticipate, charge or encumber his interest, either in income or principal, nor shall such interest of any beneficiary be liable or subject in any manner for the debts, contracts, liabilities, engagements or torts of such beneficiary.

7. **Situs.** This trust shall not take effect until the execution of this Trust Agreement by both the Settlor and Trustee, and it shall be governed and construed in all respects, as to each item

of real property of the trust estate according to the state of its location, and as to items of personality according to the laws of the State of Washington.

8. **Amendment and Revocation.** The Settlor reserves the right, at any time and from time to time, by instrument in writing delivered to the Trustee, to amend, modify or revoke this trust in whole or in part.

IN WITNESS WHEREOF, the Settlor and the Trustee have executed and sealed this Trust Agreement as of this 13 day of October, 2011.

"SETTLOR":

Louise C. Reynolds
Louise C. Reynolds

"TRUSTEE":

Louise C. Reynolds
Louise C. Reynolds

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Louise C. Reynolds** as Settlor, signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2011.



Karen I. Sayre
NOTARY PUBLIC
My commission expires 1-15-2014

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Louise C. Reynolds** as Trustee, signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of October, 2011.



Karen I. Sayre
NOTARY PUBLIC
My commission expires 1-15-2014

EXHIBIT "A"
TO
REVOCABLE LIVING TRUST
OF
Louise C. Reynolds

All right, title and interest held by Settlor and any interest herein which Settlor may hereafter acquire, in the following described real property, to wit:

Lot Eleven (11) in Block One (1) of Sandy Beach, according to the plat thereof on file and of record in the office of the County Recorder, Kootenai County, Idaho, together with the appurtenances thereunto belonging. Reserving, however, unto C. A. Madson and Eva M. Madson,, and their successors and assigns, and also for the benefit of all other persons whom now own or who may hereafter acquire any of the Lots in said Block 1 of Sandy Beach, the right to use the existing roadway across lot 11, which roadway is situate near to the shore.

COPY

Filed for Record at the Request of
SAYRE & SAYRE, P.S.
201 W. North River Drive, Suite 460
Spokane, WA 99201-2262
Attn: WSS

QUITCLAIM DEED

THE GRANTOR, LOUISE C. REYNOLDS, a widowed woman, residing at 3907 S. Sherman, Spokane, WA 99203, dealing in her sole and separate property, for and in consideration of a transfer into a Revocable Living Trust, conveys and quitclaims to the Grantee, LOUISE C. REYNOLDS, TRUSTEE, REVOCABLE LIVING TRUST OF LOUISE C. REYNOLDS DATED OCTOBER 13, 2011, all right, title and interest in and to the following-described real property, including any interest in a life estate, situate in the County of Kootenai and State of Idaho, including any after-acquired title:

Lot 11 in Block 1 of Sandy Beach, according to the plat thereof on file and of record in the office of the County Recorded, Kootenai County, Idaho, together with the appurtenances thereunto appertaining and the riparian rights thereunto belonging. Reserving, however, unto the parties of the first part and their successors and assigns, and also for the benefit of all other persons whom now own or may hereafter acquire any of the Lots in said Block 1 of Sandy Beach, the right to use the existing roadway across said Lot 11, which roadway is situate near to the lake shore.

RESTRICTIVE USE: Said premises hereby conveyed, or any buildings to be erected thereon shall not at any time be used for the purpose of any trade, manufacture of business of any description. nor shall the Grantees herein or their successors or assigns maintain or suffer to be maintained any houseboat or other structure for human habitation in the water appurtenant to the said property hereby conveyed.

SUBJECT TO AND INCLUDING: All reservations, easements, restrictions, and encumbrances of record and specifically including that certain perpetual easement granted by L.E. Wickward and Louise Wickward to Bailey H. Reynold and Louise Reynolds over the Southwest portion of Lot 12, Block 1, Sandy Beach, Kootenai County Idaho, according to the Plat recorded in Book 'D' of Plats page 12.

**Situs: 24956 S. Cleland Bay Road, Worley, Idaho
Tax Parcel: 071200010110**

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Reynolds to Reynolds RLT
October 13, 2011
Page 2

DATED this 13th day of October, 2011.

GRANTOR:

Louise C. Reynolds
LOUISE C. REYNOLDS

STATE OF WASHINGTON

)
) ss.
)

County of Spokane

On this 13th day of October, 2011 before me,
Karen L. Sayre, personally appeared **Louise C. Reynolds**, to me known or
proved to me on satisfactory evidence to be the person whose name is subscribed to
the within instrument as Trustee of the Revocable Living Trust of Louise C. Reynolds
and acknowledged to me that she signed the instrument as said Trustee.

Given under my hand and official seal the day and year first above written.



Karen L. Sayre
NOTARY PUBLIC in and for the State of Washington
Residing at Liberty Lake
My Commission Expires: 1-15-2014

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Michael Wytychak III
Wytychak Elder Law, PLLC
P.O. Box 1888
Coeur d'Alene, ID 83816-1888
Telephone: (208) 765-3595

ISB No. 3270

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF KOOTENAI**

In the Matter of the Trust Entitled

Case No.

The Louise Reynolds Revocable Living Trust

REGISTRATION OF TRUST

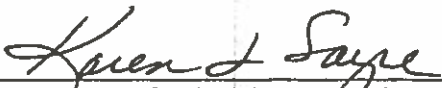
Fee Category: Q.1

Fee: \$0.00

Comes now the trustee, Louise Reynolds, by and through Michael Wytychak III, Attorney at Law, and makes the following statement in compliance with the registration requirements of I.C. 15-7-102.

1. The name and address of the trustee is Louise Reynolds, 3907 S. Sherman, Spokane, Washington 99203.
2. The trust has not been registered in any other court or jurisdiction.
3. The trust is a written living trust dated October 13, 2011.

Dated this 13th day of October, 2011.


KAREN L. SAYRE, WSBA# 15348

SCANNED

JUL 14 2015

STATE OF WASHINGTON)
) ss.
County of Spokane)

The undersigned, being first duly sworn on oath, deposes and says:

I have read the foregoing and know the contents thereof; and the facts and the matters
contained therein are true and complete to the best of my knowledge and belief.

Louise C. Reynolds
Louise Reynolds
3907 S. Sherman
Spokane, WA 99203

SUBSCRIBED AND SWORN to before me this 13th day of October, 2011.



Karen I. Sayre
NOTARY PUBLIC in and for the State of
Washington
My appointment expires 1.15.2014