

# DECLARATION OF TRUST AND LAND TRUST AGREEMENT

0420164026  
12/16/2020

STATE OF WASHINGTON  
COUNTY OF PIERCE

THIS TRUST AGREEMENT, dated this 9 day of OCTOBER 2020, known as **Spoiled Dog Foundation Land Trust**, is to certify that Kevin [REDACTED] as **Trustee**, is duly authorized to accept and execute trusts within the State of WASHINGTON, as Trustee hereunder, is about to take title of the following described real estate in PIERCE County, State of WASHINGTON, to wit:

**As per attached Legal Description, Exhibit "A", made a part hereof by reference.**

When Trustee has taken title thereto, or to any other real estate deeded to him or her as Trustee hereunder, he or she will hold the same for the uses and purposes and upon the trusts hereinafter set forth. **IT IS UNDERSTOOD AND AGREED** between the parties hereto, and by any successors or assigns of parties hereto, as follows:

**1. That, subject to the power of direction hereinafter provided for**, the Trustee hereunder shall have and is hereby granted full power and authority to purchase, improve, subdivide, manage and protect said real estate or any part thereof: to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired: to contract: to renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing: to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage, pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter: and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind; to release, convey or assign any right, title use or interest in or to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, including filing lawsuits and hiring counsel.

**2. That, this is an express executory trust and that the purpose of this Trust is to preserve, maintain and provide for the health, education and welfare of the following named person(s) (or any successors in interest as hereinafter provided for) who shall be the beneficiaries of this Trust and be entitled to the earnings, avails and proceeds of said real estate in the percentages and under the circumstances shown, individually and not as partners or a partnership, unless a separate partnership agreement is entered into, to wit:**

3. That, pursuant to the powers and rights hereinafter set forth, the Trustee shall hold, convey, lease, mortgage, or otherwise, as contained herein, deal with the title to said real estate only when authorized to do so on the written direction of the following person or persons (collectively, unless otherwise shown), to wit:

or, in the alternative, in the absence of a Director or in the event of death, disability, incapacity, resignation, termination or refusal to act of Director(s), direction shall be on the written collective direction of the person or persons then constituting the beneficiaries hereunder, provided, however, that the Trustee shall not be required to enter into any personal obligation or liability in dealing with said real estate or make any related tax or other filings nor make itself personally liable for any damages, costs, expenses, fines, or penalties, nor to deal with the said title so long as any money is due to Trustee hereunder. Otherwise, the Trustee shall not be required to inquire into the propriety of any such written direction. Further, under the laws with regard to privacy of contract and subject to breach of fiduciary, Trustee is expressly prohibited from allowing this Trust, or records regarding this Trust or it's assets to be reviewed, given, shown or otherwise, unless being given express written direction to do so by the authorized Trust Director(s) or their successor(s) as stated herein.

4. That, in the event of the death, disability, incapacity, resignation, termination or refusal to act of the Trustee appointed for the Trust, the following person or persons (collectively, unless otherwise shown), to wit:

has separately signed an agreement to act as Successor Trustee of this Trust, and upon notification from the then holder(s) of the power of direction under the Trust, said Successor Trustee shall assume the full and complete duties of the Trustee as shown herein. But in the event of the death, disability, incapacity, resignation, termination or refusal to act of the Successor Trustee, and if no additional Successor Trustee has been appointed by the holder(s) of the power of direction, then the duties of the Trustee shall devolve to the beneficiaries named herein and/or their assigns pursuant to this Trust Agreement until such time as a replacement Trustee shall be appointed by all of them, or if all are not living, then the remaining primary beneficiaries, if any, upon notification the Successor Trustee shall be subject to all obligations of the Trustee as contained herein.

5. That, the interest of any such beneficiary or beneficiaries hereunder (or any successors in interest, as hereinabove provided for) shall consist solely of a power of direction to deal with the title to said real estate, unless power of direction to Trustee has been granted to a Director as herein provided, and to control and manage said real estate as herein provided, (unless the power of management is required to be held by the Trustee pursuant to state law), and the right to receive the proceeds from rentals, sales, mortgages and other dispositions of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property and may be assigned and transferred as such. Subject to the provisions hereof, a beneficial interest may be subdivided by assignment so as to vest in an assignee or assignees an undivided interest in the whole of a previously existing beneficial interest. If any beneficiary named herein listed sell their interest for any consideration, then the remaining beneficiary(ies) shall have first right of refusal to purchase under the terms of any bona fide offer to purchase the total or any portion of that beneficiary's interest, the remaining beneficiary(ies) shall have ten (10) days in which to accept or reject such offer. Upon receipt of an original or a duplicate assignment as aforesaid, the Trustee shall immediately endorse its acceptance on a copy thereof and deliver said copy to said assignee, as and for his other certificate of beneficial interest hereunder. The death of any beneficiary hereunder shall not terminate this Trust nor in any manner affect the powers of the Trustee hereunder and in the event of death of any such beneficiary during the existence of this Trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass as personal property to his or her successor beneficiary or any executor or administrator, and not as real estate to his or her heirs at law. It is further understood and agreed that no beneficiary now has nor at any time shall have any right, title or

interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid.

**6.** That, no assignment of an interest other than by operation of law shall be binding on the Trustee until the original or duplicate original of said assignment is lodged with the Trustee and its acceptance indicated thereon. Any person having a power of direction who is not a beneficiary hereunder shall not have the right to assign such power without the written collective consent of all beneficiaries hereunder. No person or beneficiary hereunder shall have the right to contract for or bind the Trustee personally.

**7.** That, the beneficiary or beneficiaries hereunder or his, her, or their agents shall in his, her or their own right have the full management and handling of said property (unless otherwise superseded by state law), and the Trustee shall not be required to do anything in the management or control of said real estate or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided and after payment to it of all monies necessary to carry out said instructions.

**8.** That, in case the Trustee shall make any advances of money on account of this Trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this Trust, or in case the Trustee shall be compelled to pay any sum of money on account of this Trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, that upon proof of these expenses, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the Trustee, with interest thereon at the rate of 12% per annum, all such disbursements or payments made by the Trustee, together with its expenses, including reasonable attorney's fees, and that the Trustee shall not be called upon to convey or otherwise deal with said Property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by the Trustee shall have been fully paid, together with interest herein as aforesaid. However, nothing therein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this Trust or any property or interest thereunder unless it shall be directed to do so, furnished with funds sufficient therefore or be satisfactorily indemnified in respect thereto.

**9.** That, nothing therein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that unless Trustee(s) has otherwise assigned these duties under direction from the authorized Director(s), the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest in the avails and proceeds under this Trust Agreement.

**10.** That, any contracts, obligations or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the beneficiaries hereunder, as their attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in its own name, as Trustee of an express trust, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property shall be applicable to the payment and discharge thereof.

**11.** That, no party dealing with said Trustee or any successor Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this Trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or be obliged or privileged to inquire into any of the terms of this Trust Agreement and every deed, trust deed, mortgage, lease, management agreement, or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease, mortgage or other instrument, (a) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full

force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and all amendments hereof, if any, and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, management agreement, mortgage or other instrument; and (d) if a conveyance has been made to a successor or successors in trust; that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust. Further, any Trustee empowered as the current Trustee may not reveal any of the terms of the Trust other than as shown on public record, including, without limitation, revealing the beneficiary(ies), or successor beneficiaries, or other details of the Trust arrangement without the prior collective written consent of the then beneficiaries or without a court order.

**12.** That, this Trust Agreement shall not be placed on public record in the county in which the real estate is situated or elsewhere, but if for any reason same is so recorded, such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of said Trustee.

**13.** That, the Trustee may at any time resign by sending a notice of its intention to do so by certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed (if not previously appointed as recorded in public records within the Deed Into Land Trust or Deed Addendum or as otherwise appointed) by the person or persons then entitled hereunder to direct to Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust via Trustee's Deed conveying all Trustee's interests, rights, powers and duties to designated successor Trustee and shall thereafter refer all matters concerning the Trust in a manner prescribed in said notice. Every Successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor and shall operate under the terms and conditions of this Trust Agreement until a new Trust Agreement is entered into. In the event that no successor in trust is named as above provided within ten (10) days after mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation as stated herein.

**14.** That, the Trustee may at any time be terminated by the person or persons then holding the power of direction over the Trust, by sending a notice of intention to do so by certified mail to the Trustee named hereunder at his or her last known address. Such termination shall become effective ten (10) days after the mailing of such notices by the Director or beneficiary(ies). In the event of such termination, a successor or successors may be appointed, if not previously appointed via an Affidavit of Trust or otherwise, or via public records recording, by the person or persons then entitled hereunder to direct to Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust via Trustee's Deed conveying all Trustee's interests, rights, powers and duties to the designated successor Trustee(s) and shall thereafter refer all matters concerning the Trust in a manner prescribed in said notice. Every Successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor and shall operate under the terms and conditions of this Trust Agreement until a new Trust Agreement is entered into. In the event that no successor in trust is named as above provided within ten (10) days after mailing of such notices by the Director or beneficiary(ies), then the Trustee shall convey the trust property to the beneficiaries in accordance with their respective interests hereunder. The Trustee, notwithstanding such termination, shall continue to

have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation as stated herein.

15. That, in the event any property shall be remaining in this trust twenty (20) years from this date, and if said trust is not extended, it shall be the duty of said Trustee to sell and dispose of the same at public sale, to be held as expeditiously as possible and on reasonable advertisement and on reasonable notice to the then beneficiary(ies) hereunder, and after deducting its reasonable fees and expenses, shall divide the proceeds among said beneficiary(ies) as their respective interests may then appear.

16. That, said Trustee shall receive for its services in accepting this trust and in taking title hereunder the sum of TEN dollars (\$10.00), also the sum of 10.00 dollars (\$10.00) per year for holding title after the 15TH day of JUNE 2017; so long as any property remains in this trust; also its regular schedule of fees for making deeds, mortgages, leases and/or other instruments as may from time to time be required hereunder, and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking any property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay, and it is hereby understood and agreed that all such fees and compensations shall constitute a first lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF, said Trustee, accepted the duties of Trustee the day and year first above written, and on said day the said beneficiaries have signed this Declaration of Trust and Land Trust Agreement in order to signify his or her assent to the terms hereof. Witness the hands and seals of the undersigned.

KEVIN [redacted] (seal) [redacted] (seal)  
WITNESS TRUSTEE: \_\_\_\_\_  
ELSIE [redacted] (seal) [redacted] (seal)  
WITNESS 100 % BENEFICIARY: \_\_\_\_\_

State of Washington

County of King

On this day personally appeared before me [redacted] (here insert the name of grantor or grantors), to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of Oct., 2020

(SIGNATURE AND SEAL/STAMP OF OFFICER)

[redacted signature and seal area]

# EXHIBIT "A" TO THE DECLARATION OF TRUST AND LAND TRUST AGREEMENT

This Exhibit is part of the Declaration of Trust and Land Trust Agreement dated the 6 day of JUNE, 2017, known as the Spoiled Dog Foundation Land Trust, under which KEVIN [REDACTED] is Trustee thereof.

## Legal Description of Trust Asset

Section 16 Township 20 Range 04 Quarter 41 : ALL OF THE FOLL DESC TR LY E OF CO RD BEG 30 FT N OF SW COR OF LOT 6 TH N 350.81 FT TH E 637.73 FT TH S 347.67 FT TO A PT 30 FT N OF S LI OF LOT 6 TH W 637.74 FT TO BEG

Parcel no. 0420164026

## Legal Description of Trust Asset

Section 16 Township 20 Range 04 Quarter 41 : COM AT NE COR OF SE TH S 778.5 FT TH N 89 DEG 32 MIN 50 SEC W 667.72 FT TO POB TH S ON A LI PAR TO & 667.72 FT W OF E LI OF SE TO INTER N LI OF WM BENSTON DLC TH W ON N LI TO A PT 407.2 FT E OF SW COR OF GOVT LOT 6 TH N 00 DEG 55 MIN 30 SEC E 30 FT TH E ON A LI 30 FT N OF & PAR TO N LI OF WM BENSTON DLC TO INTER A LI PAR TO & 637.72 FT E OF W LI OF GOVT LOT 6 TH N ON SD PAR LI TO INTER A LI W OF POB TH E TO POB

Parcel no. 0420164062

## Legal Description of Trust Asset

Section 16 Township 20 Range 04 Quarter 41 : BEG 30 FT W & 404.25 FT S OF E 1/4 COR OF SEC TH S 00 DEG 55 MIN 30 SEC W 374.25 FT TH N 89 DEG 32 MIN 50 SEC W 1395.46 FT TH N 00 DEG 55 MIN 30 SEC E 380.81 FT TH S 89 DEG 15 MIN 50 SEC E 1395.46 FT TO BEG THAT PART LY E OF PUY EDGEWOOD CO RD EXC ELY 667.2 FT THEREOF EXC RDWY OVER W 60 FT OF E 727.73 FT THEREOF SUBJ TO OVERLAP ON PART OF THE S 30 FT M/L WITH THE DESC OF TRS ADJ ON THE SOUTH

Parcel no. 0420164035