

**WHEN RECORDED RETURN TO:**

Dodie L. Smith  
12135 Bigleaf Way NE  
Redmond, WA 98053

Land Title and Escrow 01-173321-OE

**DOCUMENT TITLE(S):**

Declaration of Smith Living Trust

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR:**

**GRANTEE:**

DODIE L. SMITH, as Sole Successor Trustee of the Smith Living Trust, dated January 22, 1999

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 44, Shorewood.

**TAX PARCEL NUMBER(S):**

4000-000-044-0000, P69207

After Recording Return To:

**DECLARATION (ABSTRACT)  
of the  
SMITH LIVING TRUST  
(Memorandum for Reliance by Third Parties)**

<b>TRUSTORS:</b>	<b>GOFF T. SMITH and DODIE L. SMITH, husband and wife</b>
<b>TRUSTEES:</b>	<b>GOFF T. SMITH and DODIE L. SMITH</b>
<b>Legal Description:</b>	
Abbreviated Form:	N/A
Additional on Page:	N/A
<b>Assessor's Tax Parcel No:</b>	N/A

**THIS SHORT FORM TRUST AGREEMENT** is made between **GOFF T. SMITH** and **DODIE L. SMITH (a/k/a DOROTHY L. SMITH)**, husband and wife, as Trustees, and **GOFF T. SMITH** and **DODIE L. SMITH**, as Trustees.

**WITNESSETH**

The Trustees have conveyed, transferred, assigned and/or delivered to the Trustees by appropriate instruments, duly executed and in absolute form, certain property, which property, together with any property which may hereafter be transferred to the Trustees hereunder or of which the Trustees may be designated a beneficiary, is designated as the "Trust Estate." The Trustees or their successor Trustee(s) shall hold, manage and distribute the Trust Estate exclusively for the uses, purposes and objectives set forth in that unrecorded Revocable Living Trust Agreement initially adopted on January 22, 1999, subsequently amended on July 29, 2004, and amended and fully

**DECLARATION OF TRUST - 1**

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restated on September 1, 2007, October 10, 2012, and July 6, 2017 ("Trust"), between the Trustors and the Trustees; and the terms, provisions, conditions, powers and limitations of said trust agreement are incorporated herein by reference and made a part hereof as though set forth in full.

#### **ARTICLE I: Trustees and Successor Trustees**

1.1 **Trustees**. The original Trustees are **GOFF T. SMITH** and **DODIE L. SMITH**.

1.2 **Successor Trustees**. Should **DODIE L. SMITH** be unable or unwilling to so serve, then **GOFF T. SMITH** may serve as sole Trustee. Should **GOFF T. SMITH** be unable or unwilling to so serve, then **DODIE L. SMITH** and **NORTHERN TRUST CORPORATION**, or its successor in interest, shall serve as Co-Trustees. If at any time neither **GOFF T. SMITH** nor **DODIE L. SMITH** is able or willing to so serve, then Trustors appoint Trustors' son, **BRIAN G. SMITH**, to serve with **NORTHERN TRUST CORPORATION**, or its successor in interest, as alternate or successor Co-Trustees. If **BRIAN G. SMITH** should be unwilling or unable to serve as Co-Trustee, then **NORTHERN TRUST CORPORATION**, or its successor in interest, may act alone as sole successor Trustee.

1.3 **Trustee of Trust for Brian G. Smith and for Kevin T. Smith**. Trustors nominate and appoint **NORTHERN TRUST CORPORATION**, or its successor in interest, as Trustee of the trusts created for the benefit of either of Trustors' sons, **BRIAN G. SMITH** and **KEVIN T. SMITH**, under paragraph 8.4 (Trusts for Brian G. Smith and Kevin T. Smith) of the Trust.

1.4 **Removal of Trustee**. Any income beneficiary of any trust created under the terms of this instrument shall have the power to remove any corporate Trustee and to name a successor corporate trustee; provided that such successor Trustee must be a financial institution authorized to perform trust services, with assets under management in excess of \$50,000,000; and provided further that this power of removal may be exercised no more frequently than once every five (5) years. Any such removal shall be by written instrument duly executed and acknowledged. Upon delivery of such instrument to the corporate Trustee to be removed, it shall deprive such corporate Trustee of all powers as Trustee hereunder, except as to the powers appropriate to the administration of the trust during the period of time required for the transfer of trust assets. Notice under this paragraph shall be delivered or mailed by certified or registered mail to any trust officer of the corporate Trustee. The Trustee being removed shall have not more than 120 days from the receipt of such notice or the date of mailing, whichever first occurs, to render a complete accounting of the Trust Estate and to deliver the assets thereof with appropriate instruments of transfer to the acting, appointed, or named successor Trustee, unless such accounting is waived in writing by the trust beneficiaries. Appointment of a successor or alternate Trustee, as provided herein, shall not require court approval.

1.5 **Resignation**. Any Trustee may resign without the approval of the court by filing with the next named successor Trustee a written and acknowledged instrument, and such resignation shall be effective upon the resigning Trustee's providing an accounting of trust assets in a manner

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satisfactory to the successor Trustee, as indicated by a written acceptance of trust assets and approval of such accounting by the successor Trustee; provided, nevertheless, at least thirty (30) days prior to such filing, the resigning Trustee shall give written notice thereof to all alternate or successor Trustees named above and to the income beneficiary, to the income beneficiary's acting attorney-in-fact under an effective durable power of attorney, or to the income beneficiary's court-appointed guardian, if any.

1.6 **Vacancy**. In the event no named Trustee is able or willing to serve, then the legally competent beneficiary(ies), or the guardian(s) of any incapacitated beneficiary(ies), to whom fifty percent (50%) or more of the income of any trust created herein is distributable by Trustee, whether obligatory or at the discretion of Trustee, may appoint a successor corporate Trustee; provided that such successor Trustee must be a financial institution authorized to perform trust services, with assets under management in excess of \$50,000,000. Appointment of a successor or alternate Trustee, as provided herein, shall not require court approval.

1.7 **Powers and Duties of Successor**. Any alternate or successor Trustee, upon acceptance, shall have the same powers and authorities herein conferred upon the replaced Trustee, unless otherwise provided in the Trust or in a court order, if any, appointing a successor Trustee. The successor Trustee shall be responsible only for the assets held by the predecessor Trustee or by the legal representative of the predecessor Trustee, and takes as correct the statement of the predecessor Trustee or legal representative that the assets delivered constitute all of the assets of the Trust Estate, without any duty to inquire as to the administration or accounting by the predecessor Trustee. No successor Trustee shall be responsible for any act or omission of a predecessor Trustee. Any alternate or successor Trustee shall consult and cooperate with the personal representative of the estate of either or both Trustors, if any, in the exercise of powers granted to the Trustee.

## **ARTICLE II: Powers and Duties of Trustee**

2.1 **Powers of the Trustee**. Trustors grant to Trustee or successor Trustee (any of whom, including Co-Trustees, are referred to herein as "Trustee") the continuing, absolute, discretionary power to deal with any property, real or personal, held in the Trust Estate as freely as the Trustors might in the handling of the Trustors' own affairs. In addition, the Trustee shall have all of the power, authority, and discretion given a Trustee under the laws of the State of Washington, including those given a Trustee under the provisions of Chapter 11.98 of the Revised Code of Washington, known as the "Washington Trust Act," except as may be specifically modified herein. Such powers may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of the Trustee's actions.

2.2 **Duties of the Trustee**.

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DECLINATION OF SUCCESSOR TRUSTEE OF  
THE SMITH LIVING TRUST DATED JANUARY 22, 1999

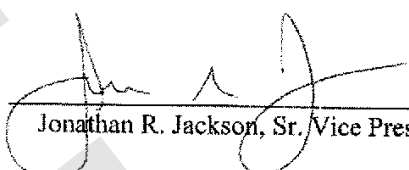
WHEREAS, at the death of Goff T. Smith on November 29, 2018, the Northern Trust Company was nominated to act as a successor trustee under the Smith Living Trust dated January 22, 1999 (the "Trust"); and

WHEREAS, The Northern Trust Company is unwilling to act as a successor trustee of the Trust.

NOW, THEREFORE, The Northern Trust Company hereby (a) declines to act as a successor trustee of the Trust, and all trusts established under the Trust, never having accepted its appointment as a successor trustee; and (b) reserves the right to act as successor trustee or co-trustee of any trust established under the Trust, if appointed at any time in the future.

The Northern Trust Company

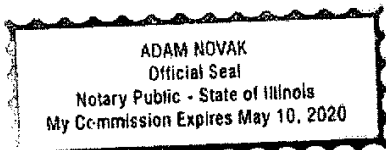
Dated: August 2, 2019

By:   
Jonathan R. Jackson, Sr. Vice President

STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF COOK     )

I, a notary public in and for said County and State, hereby certify that JONATHAN R. JACKSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed that instrument in his authorized capacity as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on August 2, 2019.



  
Notary Public