

**After Recording, Return To:**

Arthur J. Clark  
Hershner Hunter LLP  
P.O. Box 1475  
Eugene, Oregon 97440

**2018-004759**

**Klamath County, Oregon**

**04/20/2018 08:40:01 AM**

**Fee: \$97.00**

**Until a change is requested, mail all tax statements to:**

No Change (Tax Account No. R126189)

**BILL OF SALE AND DEED**

**PARTIES:**

RICHARD O. BUCK, Trustee of the Richard O. and Virginia M. Buck Joint Trust dated December 14, 2005 ("Seller")

RICHARD O. BUCK, Trustee of the Virginia M. Buck Family Trust under agreement dated December 14, 2005 ("Family Trust")

RICHARD O. BUCK, Trustee of the Richard O. Buck Survivor's Trust under agreement dated December 14, 2005 ("Survivor's Trust")

**RECITALS:**

A. Prior to 2005, Richard O. Buck and Virginia M. Buck took title to the personal property described as Lot 3, Tract W, Odell Lake Recreation Unit ("Odell Lake Property"), each holding an undivided one-sixth interest as tenant in common.

B. On December 14, 2005, Richard O. Buck and Virginia M. Buck executed the Richard O. Buck and Virginia M. Buck Joint Trust Agreement ("Joint Trust"). The Joint Trust by its terms transferred to the Joint Trust all of their interest in the Odell Lake Property. Pursuant to *Samuels v. King*, 186 Or App 684 (2003), the Joint Trust effectuated a transfer of each of Richard O. Buck and Virginia M. Buck's undivided one-sixth interest in the Odell Lake Property to the Joint Trust. Attached hereto, as an abstract of the Joint Trust, are pages 1-7, 24, Schedule A, and Exhibit to Schedule A, evidencing the transfer of these interests.

C. The purpose of this Bill of Sale and Deed is to transfer the Joint Trust's undivided one-third interest in the Odell Lake Property, as provided below.

**AGREEMENTS:**

Richard O. Buck, Trustee of the Joint Trust, hereby bargains, sells, transfers and conveys to the Family Trust, an undivided one-sixth interest, as tenant in common, and to the Survivor's Trust, an undivided one-sixth interest, as tenant in common, in the following described personal property:

All improvements and appurtenances located on Lot 3, Tract W, Odell Lake Recreation Unit, situated in Klamath County, Oregon, together with all interest under lease or permit from the United States Department of Agriculture, Forest Service.

Seller represents and warrants that Seller is the owner of the above described personal property, free and clear of all liens and encumbrances, with good right to convey; and except for such warranty regarding encumbrances and title, the property is sold "AS IS."

DATED: April 18, 2018.

*Richard O. Buck*

Richard O. Buck, Trustee of the Richard O. and Virginia M. Buck Joint Trust dated December 14, 2005

*Richard O. Buck*

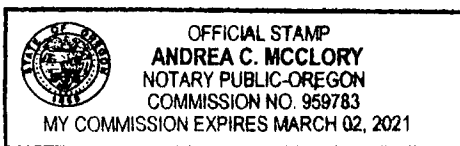
Richard O. Buck, Trustee of the Virginia M. Buck Family Trust under agreement dated December 14, 2005

*Richard O. Buck*

Richard O. Buck, Trustee of the Richard O. Buck Survivor's Trust under agreement dated December 14, 2005

STATE OF OREGON           )  
  ) ss.  
COUNTY OF LANE        )

This instrument was acknowledged before me on April 18, 2018, by Richard O. Buck, Trustee of the Richard O. and Virginia M. Buck Joint Trust dated December 14, 2005, Richard O. Buck, Trustee of the Virginia M. Buck Family Trust under agreement dated December 14, 2005, and Richard O. Buck, Trustee of the Richard O. Buck Survivor's Trust under agreement dated December 14, 2005.



*Andrea C. McClory*

Notary Public for Oregon

My commission expires: March 2, 2021

## **RICHARD O. AND VIRGINIA M. BUCK JOINT TRUST AGREEMENT**

JOINT TRUST AGREEMENT between RICHARD O. BUCK and VIRGINIA M. BUCK, sometimes referred to by use of a personal pronoun, as Trustors, and RICHARD O. BUCK and VIRGINIA M. BUCK as co-Trustees, sometimes referred to collectively as the Trustee.

### **RECITALS:**

A. **INTENT.** It is our intent in creating the RICHARD O. AND VIRGINIA M. BUCK JOINT TRUST to create two separate equal shares of the Joint Trust, one for each of us, each of which will own an undivided one-half of each asset of the trust estate, with the separate shares to be administered together as one fund while we are both living.

B. **GOALS.** Our goals are to provide first for our own welfare and comfort and the welfare and comfort of the survivor of us and second to provide for our children and their issue. We hope they will recognize that while our estate plan and this agreement involve complex concepts, legal language, and arrangements, it is because of the complexities of tax and trust laws and our desire to accomplish our goals.

The Trustors and the Trustees agree as follows:

### **1. IDENTIFICATION OF IMMEDIATE FAMILY**

We, the Trustors, are husband and wife. The names of our children are NERISSA EDIZA, born June 21, 1973; CRYSTAL MARY BUCK, born May 20, 1977; and ELIJAH RICHARD BUCK, born October 9, 1985.

### **2. TRUST ESTATE**

The Trustee shall administer the trust estate as stated in this agreement. The trust estate shall consist of all the property described in Schedule A that we convey to the Trustee by the execution of this agreement. The trust estate also shall include any other property transferred to the trust estate by any person by any means and accepted by the Trustee.

### **3. OWNERSHIP AND NAME OF TRUST ESTATE**

As long as we are both living:

A. **OWNERSHIP.** Regardless of the form of the prior tenancy of the assets contributed to the trust estate and which one of us contributed the assets, now each of our

respective equal shares of the Joint Trust is the owner of an undivided one-half interest in each of the assets of the trust estate.

B. NAME. The trust estate shall be known as the **RICHARD O. AND VIRGINIA M. BUCK JOINT TRUST.**

4. **SUCCESSOR TRUSTEE**

If either of us dies, resigns, becomes incapacitated, or fails to act as a Trustee, the other of us shall serve as the sole Trustee of the trust created by this agreement. If both of us die, resign, become incapacitated, or fail to act as the Trustee, we appoint as successor Trustee(s) of the trusts the following persons, in the order listed:

- (1) CRYSTAL MARY BUCK
- (2) NERISSA EDIZA
- (3) ELIJAH RICHARD BUCK
- (4) DAVID L. WHITE

5. **DISTRIBUTION WHILE WE ARE BOTH LIVING**

While we are both living, the trust estate shall be administered as follows:

A. **DISTRIBUTION OF INCOME AND PRINCIPAL.** In recognition of the obligation of support owed by each of us to the other, and because both the principal and income of the trust estate belong equally to our respective shares of the trust estate, the Trustee shall pay to us, or either of us, for the account of both of us, or apply for our benefit, as much of the net income and principal of the trust estate as the Trustee determined necessary for our health, education, support, and maintenance so we may continue to enjoy the standard of living and station in life to which we are now accustomed. Also, the Trustee shall pay to us as much of the net income and principal of the trust estate as we, or either of us, from time to time, request. If neither of us is a Trustee, the request shall be in writing. Each of us shall be the owner of an undivided one-half interest in any property distributed to us or either of us from the income or principal of the trust estate.

B. **CARE IN HOME.** We want to live in a house or apartment of our own choice as long as possible. The Trustee shall consider that and may arrange for home convalescence care or extended home care or for the services of a companion for us. If the Trustee determines that it is no longer advisable for us to continue living in a house or apartment of our choice, the Trustee shall, subject to the decisions of our respective Guardians, arrange for nursing home or other care. The Trustee shall require the establishment providing that care to provide:

(1) For our health, support and maintenance at the standard of living to which we were accustomed at the time of admission.

(2) Quality care covering the conditions of physical and mental infirmities attendant upon old age.

(3) The care and comfort in all situations relating to medical and health care we would have provided for ourselves.

**6. TRUSTS CREATED AT THE DEATH OF ONE OF US**

After the death of the first of us (the "Decedent"), the trust estate shall be held as the Survivor's Trust and the Decedent's Trust.

**A. SURVIVOR'S TRUST.** The Survivor's Trust, as defined in the General Administrative Provisions paragraph, shall be administered for the benefit of the survivor of us as Beneficiary as provided in the paragraph about the Survivor's Trust.

**B. DECEDENT'S TRUST.** The Decedent's Trust, as defined in the General Administrative Provisions paragraph, shall be called the Family Trust and shall be administered as provided in the paragraph about the Family Trust.

**C. IF ORDER OF DEATH NOT DETERMINED.** If we have both died and there is not sufficient evidence as to which of us died first, the trust estate shall be held as the Survivor's Trust of one of us, as defined in the General Administrative Provisions paragraph, and as the Survivor's Trust of the other of us, as defined in the General Administrative Provisions paragraph. Each Survivor's Trust shall be administered as provided in the paragraph about the Survivor's Trust as if each of us were the second to die.

**7. SURVIVOR'S TRUST**

The separate Survivor's Trust for the benefit of either of us as Beneficiary shall be administered as follows:

**A. NAME.** The trust shall be known by the name the name of the Beneficiary, that is, the RICHARD O. BUCK SURVIVOR'S TRUST or the VIRGINIA M. BUCK SURVIVOR'S TRUST.

**B. DISTRIBUTION OF INCOME AND PRINCIPAL.** The income and principal of the Survivor's Trust shall be distributed as follows:

(1) The Beneficiary is entitled to all the net income for life, payable at least annually and has the right, exercisable monthly or annually, to require distribution of all of such income to the Survivor.

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(2) The Trustee also shall distribute to or for the benefit of the Beneficiary as much of the principal as the Trustee determines necessary for the health, education, support, and maintenance of the Beneficiary so the Beneficiary may continue to enjoy the Beneficiary's accustomed standard of living and station in life. The Trustee also shall provide the Beneficiary with the same care as required while we are both living.

(3) The Trustee also shall pay to the Beneficiary as much of the net income and principal as the Beneficiary requests. If the Beneficiary is not the Trustee, the request shall be in writing.

C. **DISTRIBUTION UPON DEATH OF BENEFICIARY.** Upon the death of the Beneficiary the Trustee shall, except as otherwise provided by the exercise of the Beneficiary's power of appointment:

(1) Distribute any interest of the trust in tangible personal property to our then-living children in equal shares. However, we request, but do not direct, that if either of us has left a list stating who should receive particular items, those items be distributed to the persons named in that list.

(2) Pay the taxes, expenses, and other items payable because of the death of the Beneficiary as provided in the subparagraph of this agreement about the payment of taxes and expenses.

(3) The Trustee shall divide and distribute the remaining balance of the trust in the same manner as the remaining balance of the Family Trust is to be divided and distributed upon the death of the Beneficiary thereof.

## 8. **FAMILY TRUST**

The Family Trust shall be (except as otherwise provided by the exercise of the Decedent's power of appointment) administered as follows:

A. **NAME.** The Family Trust shall be known by the name of the Decedent; that is, the RICHARD O. BUCK FAMILY TRUST or the VIRGINIA M. BUCK FAMILY TRUST.

B. **PAYMENT OF EXPENSES AND TAXES.** The Trustee shall pay the taxes, expenses, and other items payable because of the death of the Decedent as provided in the subparagraph of this agreement about the payment of taxes and expenses.

C. **DISTRIBUTION OF TANGIBLE PERSONAL PROPERTY.** The Trustee shall distribute to the Survivor's Trust any interest of the Family Trust in tangible personal property.

**D. DISTRIBUTION OF INCOME AND PRINCIPAL.** The Trustee shall distribute to or for the benefit of the surviving spouse ("Beneficiary"), in quarterly or more frequent installments but at least annually, all the net income of the trust. However, upon the written request of the Beneficiary, the Trustee shall distribute the net income to the Survivor's Trust. The Trustee also shall distribute to or for the benefit of the Beneficiary as much of the principal of the trust as the Trustee determines necessary for the health, education, support, and maintenance of the Beneficiary so the Beneficiary can continue to enjoy the Beneficiary's accustomed standard of living and station of life.

**E. DISTRIBUTION UPON DEATH OF BENEFICIARY.** Upon the death of the Beneficiary the Trustee shall divide the trust estate into equal shares with one share for each of the then living children of the Trustors. The Trustee shall distribute the trust principal one-half at age 25 and one-half at age 30 of each respective child. If any child has not attained age 30, such share allocated to the child shall be held, administered, and distributed in a separate trust ("Individual Child Trust").

During the lifetime of the child, the Trustee may in its absolute discretion pay to or apply for the benefit of the child the net income of such Individual Child Trust. The child's interest in income or principal is not subject to voluntary or involuntary transfer or subject to enforcement of a money judgment. In the event of any administrative or judicial action for the release of principal or income for any purpose, the Trustee shall deny such request and is directed to defend, at the expense of the Trust Estate, any contest of this paragraph or other such attack of any nature. The Trustee shall have absolute and sole discretion in determining when and if the Trustee deems it appropriate to make distributions to a beneficiary, provided that distributions shall occur at ages 25 and 30. The Trustee shall have authority to expend trust income to pay the living expenses of the beneficiary, including, but not limited to, rental or home mortgage costs, taxes, utilities, food, clothing, insurance premiums, vacations, transportation and education. In making any such discretionary distributions, the Trustee may distribute as much as the Trustee in its absolute and sole discretion shall deem appropriate. The Trustee need not reserve or account for the remainder interest of any person and may exhaust the entire income of Trust Estate or none of it. No interest in the principal or income of any trust created herein shall be assigned, encumbered, or subject to any creditor's claims or to legal process, prior to its actual receipt by the beneficiary.

a. In exercising the Trustee's discretion regarding distributions of income or principal, it is my desire that the Trustee provide liberally for each beneficiary. It is further my desire that all income of the Trust be distributed to or for the benefit of a beneficiary unless

distribution will not benefit my child because of the claim by a creditor of my child, in which case, it would be my desire that distributions be made in a manner and in an amount that will provide the greatest benefit to my child.

b. When the beneficiary of an Individual Child Trust dies, the Trustee shall distribute any undistributed balance of the Individual Child Trust to such one or more persons and entities, including the estate of such child, and on such terms and conditions, either outright or in trust, or by creating further powers of appointment as the deceased beneficiary shall appoint by a valid Will executed after the date of this Trust and specifically referring to and exercising this power of appointment. If any of the property subject to power of appointment by the beneficiary is not effectively appointed by it, whether because (1) it has failed to exercise the power, (2) its attempted exercise is invalid or ineffective for any reasons, (3) it has effectively revoked an exercise, or (4) it has irrevocably released, disclaimed or renounced this power, then the unappointed share shall be distributed outright and free of trust to the then surviving children of that beneficiary. However, if any of the then-living children of the deceased child is under age 30, then the share of a surviving decedent of Trustor's child or children shall be held and administered pursuant to the provisions in Paragraph 10 of this Trust Agreement in a Trust for Grandchildren.

F. **FAMILY TRUST A.** If the Personal Representative or the Trustee intends to elect under IRC Section 2056(b)(7) to qualify any part of the Family Trust for the Marital Deduction, either for purposes of federal estate tax or for purposes of making an Oregon Q-tip election, the Family Trust shall be divided into two fractional shares, according to the fair market value of all of the assets of the Family Trust at the time of division. The fractional share of the Family Trust for which the election was made shall be set aside in a separate Family Trust A which shall be known by the name of the Decedent. The Family Trust A shall be administered as follows:

(1) No part of the taxes, expenses, and other items resulting from the death of the first of us to die shall be paid from Family Trust A.

(2) Unless otherwise directed by the last Will of the Beneficiary, the Trustee shall pay, from the principal of Family Trust A, such portion of the total of the estate and inheritance taxes payable because of the Beneficiary's death as are apportioned to Family Trust A under Oregon law. The Trustee shall pay that amount to the Personal Representative of the Beneficiary's estate upon delivery to the Trustee of a written statement of that amount by the Personal Representative of the Beneficiary's estate.



(3) Otherwise, the Family Trust A shall be administered and distributed according to the provisions of the preceding subparagraphs of this Paragraph relating to the Family Trust.

9. **OREGON QTIP TRUST.** The other fractional share shall be called the Oregon QTIP Trust and shall be administered as follows:

A. No part of the taxes, expenses, and other items resulting from the death of the first of us to die shall be paid from the Oregon QTIP Trust.

B. Unless otherwise directed by the last Will of the Beneficiary, the Trustee shall pay, from the principal of Oregon QTIP Trust, such portion of the total of the estate and inheritance taxes payable because of the Beneficiary's death as are apportioned to the Oregon QTIP Trust under Oregon law. The Trustee shall pay that amount to the Personal Representative of the Beneficiary's estate upon delivery to the Trustee of a written statement of that amount by the Personal Representative of the Beneficiary's estate.

C. Except for the paragraphs above, the Oregon QTIP Trust shall be administered and distributed according to the provisions of the preceding subparagraphs of this Paragraph relating to the Family Trust.

10. **GRANDCHILD TRUSTS**

Each Trust for Grandchildren shall be held, applied, and distributed for the benefit of a deceased child's children (Beneficiaries) for whom the trust was established as follows:

A. **NAME.** Each trust shall be known by the name of Trustor's child who is the parent of the grandchild or grandchildren for whom the trust was established.

B. **INCOME AND PRINCIPAL.** The Trustee shall distribute to or for the benefit of the Beneficiaries under age 30 all income and so much principal of that trust as the Trustee determines advisable for their health, support, maintenance and education. Undistributed income shall be added to principal. Each disbursement pursuant to this subparagraph shall be a charge against the whole of the Trust for Grandchildren and not against any distributive share of that trust.

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property. The other equal share of the trust estate shall be administered as a separate Survivor's Trust for the one of us not exercising the right of revocation, which Survivor's Trust shall be revocable and amendable by the one of us not exercising the right of revocation.

(3) Either of us may elect to have our two equal shares of the trust estate separated into two separate amendable and revocable Survivor's Trusts. In that event, one Survivor's Trust shall be administered for the benefit of one of us, and the other Survivor's Trust shall be administered for the benefit of the other of us.

(4) If a Survivor's Trust has been created because of a division or revocation under this subparagraph, then upon the death of the one of us for whom it was created (the "Decedent"), such Survivor's Trust, and all property thereafter paid to or belonging to such Survivor's Trust, shall be administered:

a. As in the case of the Family Trust, if one of us survives the Decedent.

b. As provided in the paragraph of this agreement about the Survivor's Trust, if one of us does not survive the Decedent (or if we have both died and there is no sufficient evidence as to which of us died first).

**B. AFTER THE DEATH OF THE FIRST OF US.** After the death of the first of us, the Survivor's Trust of the survivor of us may be amended or revoked by the survivor of us but none of the other trusts created by this agreement may be amended or revoked by any person.

**C. MANNER OF EXERCISE.** The power of revocation, amendment, and division must be exercised personally (and not by any agent or fiduciary) by written notice delivered to the Trustee and to the other of us if both of us are then living.

DATED this 14<sup>th</sup> day of December, 2005.

TRUSTORS:

Richard O. Buck  
RICHARD O. BUCK

Virginia M. Buck  
VIRGINIA M. BUCK

TRUSTEES:

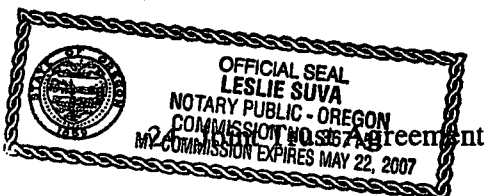
Richard O. Buck  
RICHARD O. BUCK

Virginia M. Buck  
VIRGINIA M. BUCK

STATE OF OREGON; County of Lane ss:

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of December, 2005 by RICHARD O. BUCK and VIRGINIA M. BUCK, as Trustors and as Trustees.

Leslie Suva  
Notary Public for Oregon



**SCHEDULE "A"**  
**TO**  
**TRUST AGREEMENT**

There exists a Trust Agreement dated this 14<sup>th</sup> day of December, 2005, by and between RICHARD O. BUCK and VIRGINIA M. BUCK as Trustors and RICHARD O. BUCK and VIRGINIA M. BUCK as Trustees. Said Trust Agreement will be referred to in this Schedule as the "Trust" and the Trustee and any successor appointed in accordance with the applicable provisions of the Trust being referred to in this Schedule as the "Trustee."

The undersigned hereby transfers, sets over, conveys and assigns to the Trustee all right, title and interest of the undersigned in and to all assets owned by the undersigned, including both real and personal property, whether or not identified on any Exhibit attached hereto, except ownership of IRA accounts, Keogh accounts and pension and profits sharing plans.

The undersigned retains registered ownership in the name of the undersigned as nominee for the Trustee, whether or not the undersigned has delivered possession of the assets or the certificate or other documents evidencing ownership thereof.

In the event of the death of the undersigned, and in the event of the incapacity of the undersigned, the Trustee is authorized to take possession of the assets, including certificates or other documents representing same (where possession has not previously been delivered) and the Trustee is authorized to attach any stock powers executed in blank by the undersigned, record any deeds, deliver or otherwise effectuate any assignments, for the purpose of perfecting record title in the Trustee and terminating the undersigned as nominee. In the event the undersigned does not execute sufficient stock powers in blank or does not execute deeds, assignments, or other instruments of transfer, the undersigned confirms the appointment of the Trustee as attorney-in-fact of the undersigned to execute appropriate powers and any other instruments of transfer or assignment to accomplish perfection of record title in the Trustee.

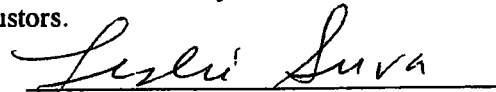
IN WITNESS WHEREOF, the undersigned has executed this instrument immediately following execution of the Trust Agreement, for the purpose of identifying the initial property transferred to the Trustee and for the purpose of accomplishing and consummating the transfer of such property to the extent that such transfer is not accomplished by other instruments executed by the undersigned simultaneously herewith or subsequent hereto.

  
RICHARD O. BUCK

  
VIRGINIA M. BUCK

STATE OF OREGON; County of Lane; ss.

This instrument was acknowledged before me this 14<sup>th</sup> day of December, 2005, by RICHARD O. BUCK and VIRGINIA M. BUCK, Trustors.

  
Notary Public for Oregon

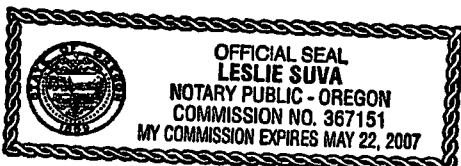


EXHIBIT TO SCHEDULE "A"  
RICHARD O. BUCK and VIRGINIA M. BUCK JOINT TRUST AGREEMENT

Real Property

Residence located at 1066 E. 22<sup>nd</sup> Avenue, Eugene, OR 97405

\$ [REDACTED]

Interest in cabin and real property at Odell Lake Recreation Unit,  
Klamath County, Oregon

\$ [REDACTED]

Accounts

U-Lane-O Credit Union money market and checking account [REDACTED]  
(approx. balance avg. week)

\$ [REDACTED]

Salomon Smith Barney stock and bond accounts, Nos. [REDACTED]  
[REDACTED] (excluding IRAs, Charitable Trust(s) and  
gifts to minor accounts)

\$ [REDACTED]

Rockwood Caldwell Oreg. Ltd. - Indiana Manor property  
1 unit, certificate number 2, face value of [REDACTED] on February 16, 1982

\$ [REDACTED]