

PAINTED ACRES TRUST

THIS TRUST AGREEMENT is entered into by **MARCIA A. OLSEN** and **STEPHANIE L. CROFT**, as Trustors, and **MARCIA A. OLSEN** and **STEPHANIE L. CROFT**, as co-Trustees (hereinafter referred to as “Trustee”). For all purposes hereunder, the words “we”, “us”, “our”, “their”, and similar pronouns, shall refer to Trustors, **MARCIA A. OLSEN** and **STEPHANIE L. CROFT**, and shall be construed as the possessive when the context would so indicate.

ARTICLE I

RECITALS AND CONVEYANCE

WHEREAS, we desire to establish a trust for the purpose of holding and managing the real property located at 5975 Hemmingway Road, Colorado Springs, CO 80928 (the “Property”);

WHEREAS, this trust shall be initially funded with the transfer of the Property, which shall be administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustees acknowledges receipt of the Property and shall hold the same in trust under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

- 2.A. **Name.** This trust shall be known as **PAINTED ACRES TRUST**.
- 2.B. **Successor Trustees.** If either of us shall cease to act for any reason, during our joint lifetimes, the other of us shall act as sole Trustee of the trust for the sole purpose of transferring title of the Property to the survivor of us, as provided further herein.
- 2.C. **Trust Fund.** It is our intention the Property shall be transferred to this trust and shall be the only property in the Trust.
- 2.D. **Governing Law.** This Trust Agreement is intended to create a Colorado trust and all of the terms and provisions hereof shall be interpreted according to Article 16 of Title 15, Colorado Revised Statutes, except as shall be specifically modified herein.
- 2.E. **Conflict Resolution and Severability.** In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of our trust, we direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall

not be arbitrable: (1) questions regarding the competency of either of us; or (2) attempts to remove a fiduciary.

ARTICLE III

TRUSTEESHIP

3.A. **Incapacity of a Trustee; Resignation.** A Trustee shall cease to act as a Trustee if she is deemed to be incapacitated by a Court of competent jurisdiction or by a certification in writing by her physician. Upon any Trustee's incapacity, her authority as a Trustee under this trust shall cease if and until such time as she regains capacity. Any Trustee may resign at any time by giving written notice to the other Trustee. Any such notice shall become effective as agreed by us, but no later than thirty (30) days after such written notice.

3.B. **Release of Healthcare Information, including HIPAA Authority.** We intend for the Trustee to be treated as we would regarding the use and disclosure of our individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164. We authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company or medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from either of us for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of our individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that we have made with either of our health care providers to restrict access to or disclosure of our individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that either of us revokes the authority in writing and delivers such revocation to our health care providers.

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust and the Property in the same manner and to the same extent as an individual might or could do with respect to his or her own property. With regard to the Property, the Trustee shall have the following authority:

4.A. **Loans.** To borrow for the trust from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge and/or hypothecate as security any of the assets of the trust for the benefit of which

such loan is made by mortgage, deed of trust or otherwise for the debts of the trust or the debts of either of us, or to guarantee the debt of either of us; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate (if any) of either of us, but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated.

4.B. **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings with respect to the trust; and to secure such insurance, at the expense of the trust, as the Trustee may deem advisable.

4.C. **Professional Assistance.** To employ and compensate agents, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust and to pay such professionals a reasonable fee without court approval thereof.

4.D. **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries.

4.E. **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

ARTICLE V

OUR RETAINED POWERS

5.A. **Revocation.** During our joint lifetimes, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by either of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee and the other spouse. In the event of such revocation, the jointly owned property and/or the community estate (as hereinabove defined) held by the trust shall revert to both of us as if

this Trust Agreement had not been created and any separate property held by the trust shall revert to the spouse who contributed such separate property and shall constitute spouse's separate property as if this Trust Agreement had not been created.

5.B. **Amendment.** We may, at any time during our joint lifetimes, amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by both of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee.

5.C. **Powers Personal to Us.** Our powers to revoke or amend this Trust Agreement are personal to us and shall not be exercisable on our behalf by any conservator or other person, except the revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed a conservator and/or a guardian of either of us. Notwithstanding the previous sentence, in the event that either of us appoint an "Attorney-in-Fact", we reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder (to the extent that we would individually have that power); and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend or revoke the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

5.D. **Residential Property.** We reserve the right to have complete and unlimited, possession, use and control of the Property which is occupied by us for residential purposes, thereby retaining the requisite beneficial interest and possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate". Notwithstanding anything to the contrary contained in this Trust Agreement, our interest in such real property shall be an interest in real property, and not personalty, and such real property shall be deemed to be our homestead; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, we, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at our option, charge such expenses to the trust, or may request reimbursement for any advances made for such purposes.

ARTICLE VI

DISPOSITION OF PROPERTY

6.A. **Trustee's Basic Duties.** During the term of this Trust Agreement, the Trustee shall hold and manage the Property, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal thereof to us equally.

6.B. **Disposition During Our Joint Lifetimes.** During our joint lifetimes and during our incapacity, we shall be equally entitled to the possession of and net income of the Property. In the absence of any specific direction, the Trustee is also authorized to pay over or apply the net income and/or the principal of the trust for the support and maintenance of either of us.

6.C. **Distribution at the Death of the First of Us.** On the death of the first of us, the Trustee shall distribute the Property to the survivor outright and free of trust.

Executed on December 1, 2015, in El Paso County, Colorado.

Marcia A. Olsen
MARCIA A. OLSEN,
Trustor

Stephanie L. Croft
STEPHANIE L. CROFT,
Trustor

We hereby acknowledge receipt of the trust fund, accept the terms of THE OLSEN-CROFT REAL PROPERTY TRUST, and covenant that we will execute the trust with all due fidelity.

Marcia A. Olsen
MARCIA A. OLSEN,
Co-Trustee

Stephanie L. Croft
STEPHANIE L. CROFT,
Co-Trustee

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me on this 1st day of December 2015 by MARCIA A. OLSEN and STEPHANIE L. CROFT.

CARRIE VALDEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134004329
MY COMMISSION EXPIRES JANUARY 25, 2017

C. Vary
NOTARY PUBLIC