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BOOK 165 PAGE 16

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. CLERK

Return Address:  
EUGENE E. HOWARD  
P.O. BOX 128  
WASHOUGAL, WA 98671

MAY 5 2 31 PM '97  
*Olson*  
AUDITOR  
GARY M. OLSON



*Sec 20647*

Document Title(s) (for transactions contained therein): 1. COMMUNITY PROPERTY AGREEMNT 2. 3. 4.
Reference Number(s) of Documents assigned or released: (on page ___ of document(s))
Grantor(s) 1. ZOLA M. HOWARD 2. 3. 4.
Additional Names on page ___ of document.
Grantee(s) 1. EUGENE E. HOWARD 2. 3. 4.
Additional Names on page ___ of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) <i>S 1/2 of the NE 1/4 of Sec 8, T1N, R5E</i>
Additional legal is on page 4 of document.
Assessor's Property Tax Parcel/Account Number 01-05-08-0-0-0900 and FIRE PATROL
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

*1-5-8-900  
5-5-97*

Buyer's name   
Seller's name   
Address   
Filed   
Noted

REAL ESTATE EXCISE TAX  
18781

MAY 5 1997  
PAID *Cellmpt*  
*W. Skamie Dignets*  
SKAMANIA COUNTY TREASURER

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APPIDAVIT TO THE PUBLIC

IN SUPPORT OF COMMUNITY PROPERTY AGREEMENT

In Re The Estate Of: )  
SOLA M. HOWARD, )  
Deceased. )

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss:

EUGENE E. HOWARD, being first duly sworn, on oath, depose and say:

That this affidavit is made for the purpose of supplying information for the record pertaining to that certain Community Property Agreement executed by EUGENE E. HOWARD and SOLA M. HOWARD, husband and wife, dated the 16th day of January, 1989, and also the estate of SOLA M. HOWARD, one of the parties to said agreement, and it is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all persons dealing with both real and personal property as listed on the attached Inventory of Assets and which is incorporated herein as through fully set out.

FIRST, that SOLA M. HOWARD, the decedent, died on or about November 26, 1996, in Skamania County, Washington, being at the time of her death a resident of 1472 Seble Center Road, Washougal, Washington.

SECOND, that the parties to said Community Property Agreement entered into no subsequent Wills or Agreements which would have the effect of abrogating or nullifying the above-mentioned Community Property Agreement. The affiant certifies that the Community Property Agreement was validly executed and in full force and effect upon the death of the decedent.

THIRD, that no Federal Estate tax was due the United States of America for the reason that the taxable estate was within the specific exemption allowed decedent at the time of her death.

FOURTH, no estate taxes were imposed by the State of Washington pursuant to RCW Sec. 83.100.080(1)(a).

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APPIDAVIT TO THE PUBLIC - Page 1

*WJ*  
Boyd, Coffey, Swendsen  
McCray & Sandstrom  
ATTORNEYS AT LAW  
413 N.E. EVERETT STREET  
CAMAS, WASHINGTON 98607

REAL ESTATE EXCISE TAX  
18781  
MAY 5 1997  
PAID *Blank*  
*W. J. DePinto*  
SKAMANIA COUNTY TREASURER

1 FIFTH, that all obligations of the community owing at the  
2 date of death have been paid in full or provided for, and all  
3 expenses of the last illness and funeral expenses have been paid  
or provided for.

4 SIXTH, that your affiant is the surviving spouse of the  
5 decedent, and these facts and representations set out herein are  
6 within the personal knowledge of your affiant, and may be relied  
upon by all persons dealing with the assets of said decedent.

7 DATED this 5 day of December, 1996.

8 Eugene E. Howard  
9 EUGENE E. HOWARD  
10 1472 Belle Center Road  
11 Washougal, WA 98671

12 Subscribed and sworn to before me this 5th day of  
December, 1996.



13 Debra A. Conroy  
14 NOTARY PUBLIC in and for the State  
15 of Washington, residing at: Vancouver  
16 My Commission expires: 4-15-98



In Re the Estate of:  
ZOLA M. HOWARD,  
Deceased.

) ) ) )  
**INVENTORY**

STATE OF WASHINGTON )  
: ss.  
COUNTY OF CLARK )

I, EUGENE E. HOWARD, being first duly sworn, upon oath, depose and say:

I am the surviving husband of ZOLA M. HOWARD, deceased. The following is a true inventory of our community and jointly held property:

- 1) Family Home and 30.99 acres of real estate located at 1472 Belle Center Road, Washougal, Skamania County, Washington further described on attached Exhibit "A".
- 2) 1988 Buick automobile license number 653 BRG, and 1983 Ford pick license number LM 9824.
- 3) Checking account (#0204-957203) and savings account (#6428-768832) with Wells Fargo Bank.
- 4) Miscellaneous household goods and furnishings.

Affiant further states that all of the above-listed property is community property.

DATED this 5 day of December, 1996.

Eugene E. Howard  
Eugene E. Howard  
1472 Belle Center Road  
Washougal, WA 98671

Subscribed and sworn to before me this 5<sup>th</sup> day of December,



Debra O. Conroy 100  
NOTARY PUBLIC in and for the State  
of Washington. My commission  
expires: 4-15-98

Boyd, Gethner, Edwards  
McCree & Sundstrom  
ATTORNEYS AT LAW  
418 N.E. EVERETT STREET  
CANAS, WASHINGTON 98607  
544-2265

Real property located at 1472 Belle Center Road, Washougal, Skamania County, Washington further described as follows:

The Northeast Quarter, and the North half of the Southeast Quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian; excepting a tract deeded to School District No. 12, as recorded in Book H, page 163, records of Skamania County; also except tracts conveyed to Joseph A. Salmonson and Dorothy M. Salmonson, husband and wife, by deeds recorded in Book X at page 314; Book X, page 436, and Book "30", page 253, and easement conveyed by instrument recorded at page 272, Book "Y" of Deeds.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, and all waters and water rights, and all watering and irrigating apparatus and fixtures which are appurtenant to or incident to the ownership of said premises.

Less: The East 900 feet as measured along a line drawn at right angles from the East line of Section 8, Township 1 North, Range 5 East of the W.M., of the following described property: That portion of the Northeast 1/4 of the Southeast 1/4 of said Section 8 lying Northerly of the centerline of Mt. Pleasant Road AND that portion of the Southeast 1/4 of the Northeast 1/4 of said Section 8 lying Southerly of a line described as follows: Beginning at the Northeast corner of said Southeast 1/4 of the Northeast 1/4; thence South along the east line of said Section 8, 175 feet; thence Northwesterly to the Northwest corner of said Southeast 1/4 of the Northeast 1/4 of said Section 8 and the terminus of said line description; including appurtenant water rights recorded at page 420 of Book J of Miscellaneous Records of Skamania County.

Less: A tract of land located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 8, Township 1 North, Range 5 E.W.M. described as follows: Beginning at the northwest corner of the SW 1/4 of the NE 1/4 of the said Section 8; thence east along the north line of said subdivision 575 feet; thence south 230 feet; thence west parallel to the north line of said subdivision 575 feet to intersection with the quarter section line; thence north 230 feet to the point of beginning, said tract containing 3 acres, more or less; EXCEPT easement and right of way for County Road No. 1004 designated as the Belle Center Road.

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Seth

Royd, Gaffney, Seward's  
McCray & Sundstrom  
ATTORNEYS AT LAW  
410 N.E. EVERETT STREET  
CAMAS, WASHINGTON 98607  
834-0283

COMMUNITY PROPERTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, EUGENE E. HOWARD and I, ZOLA M. HOWARD, husband and wife, residing in Washougal, Washington, for and in consideration of the love and affection we bear one toward the other and in further consideration of the mutual helpfulness we have been one to the other in the past and for and in consideration of the commingling of our joint efforts and earnings and other considerations, we hereby mutually agree, one with the other, as follows:

That each and every piece, parcel, lot or tract of land which we own jointly or separately and whosoever located or situated and each and every article of personal property whosoever situated, and each and every article of mixed property whosoever situated, shall be by us and all other persons whosoever, regarded and treated and known as community property.

The full intent and purpose of this Agreement is to be construed by the Courts, our heirs, executors and assigns, and by all other persons whosoever, as a voluntary conveyance from one to the other unitedly, to the community of all our earthly possessions in such manner and form that the same shall from this date be the property of the community of ourselves as husband and wife.

Being desirous that said property shall pass to the survivor without delay or expense in the case of the death of either of us, the said husband and wife, it is hereby agreed and understood that in the case of the death of the said EUGENE E. HOWARD, while the said ZOLA M. HOWARD survives, the said community property as above stated now owned by us or which may hereinafter be acquired by us,



shall at once vest in the said ZOLA M. HOWARD in fee simple as her sole and separate property; and in the event of the death of the said ZOLA M. HOWARD, leaving the said EUGENE E. HOWARD surviving her, it is hereby agreed and understood that the whole of said property now owned by us or which may hereinafter be acquired by us shall at once vest in the said EUGENE E. HOWARD in fee simple as his sole and separate property.

IN WITNESS WHEREOF, the parties hereto, being the said EUGENE E. HOWARD and ZOLA M. HOWARD, husband and wife, have hereunto set their hands this 16 day of January, 1929.

*Eugene E. Howard*  
EUGENE E. HOWARD

*Zola M. Howard*  
ZOLA M. HOWARD

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me EUGENE E. HOWARD and ZOLA M. HOWARD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they and each of them signed the same as their and each of their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of January, 1929.

*Marshall W. Sherman*  
NOTARY PUBLIC in and for the State of Washington, residing at *Seattle*, my appointment expires: *12-13-33*

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