

136765

BOOK 194 PAGE 750

RETURN ADDRESS:

Wayne Dalen
1332 Canyon Crk Rd
Washougal WA 98671

FILED IN
SKAMANIA COUNTY

John Dalen

NOV 8 1 43 PM '99

AMOSER

GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Esther Dalen Revocable Trust
2. Death Certificate
3. _____
4. _____

REAL ESTATE EXCISE TAX

20521

NOV - 8 1999

PAID Exempt

JW

GRANTOR(S) (Last name, first, then first name and initials)

1. Dalen, Esther
2. _____
3. _____
4. _____

SKAMANIA COUNTY TREASURER

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Dalen, Wayne Stanley Trustee
2. Dalen, John Theodore Trustee
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

SW 4 Sec 3 T1N R5EWM
Lot 2 of Dalen Short Plat

☒ Complete Legal on Page 9 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Gary H. Martin, Skamania County Assessor

Date 11/8/1999 Parcel # 1-5-3-3-500☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

1-5-3-3-500☐ Property Tax parcel ID is not yet assigned.☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read
the document to verify the accuracy or completeness of the indexing information.

ESTHER DALEN REVOCABLE TRUST

This revocable trust agreement is entered into this 24th day of May, 1991, between ESTHER EUNICE DALEN, also known as ESTHER DALEN, of Washougal, Washington, as trustor, and ESTHER DALEN, as trustee.

WITNESSETH:

The trustor desires to establish a trust with the trustee and for that purpose has transferred and delivered to the trustee the assets described in Schedule "A", attached hereto, which said assets and any other assets which may be subject to this trust, as hereinafter provided, shall constitute the trust estate and shall be held by the trustee upon the trusts and powers herein set forth. Trustee acknowledges receipt from trustor of property described in Schedule "A".

**ARTICLE I
GENERAL PROVISIONS**

1. **Trust Estate:** Such titles and interests as they have now received or may hereafter acquire in said trust property, and property added hereto, shall be vested exclusively in trustee by this agreement, which agreement shall be binding on trustor, trustor's personal representative, administrator, successors and assigns, and trustee and trustee's successors and assigns.

2. **Family Members:** Trustor is not presently married. Trustor has four children, RICHARD JOSEPH DALEN, born May 6, 1947, JOHN THEODORE DALEN, born April 19, 1951, JANICE LORAINÉ CRAIG, born December 15, 1953, and WAYNE STANLEY DALEN, born April 4, 1955.

3. **Successor Trustees:** In the event of the resignation, disability or death of ESTHER DALEN, as trustee hereunder, trustor's son, WAYNE STANLEY DALEN, shall become successor trustee. In the event of the resignation, disability or death of WAYNE, trustor's son, JOHN THEODORE DALEN, shall become successor trustee.

3.1 No successor trustee shall be under any duty to examine, verify, question or audit the books, records, accounts or transactions of any preceding trustee. No successor trustee shall be liable or responsible in any way for the acts or defaults of any predecessor trustee. A successor trustee shall be liable only for his or her own acts or defaults.

3.2 Upon acceptance, a successor trustee shall succeed to all rights, powers and duties of the trustee. All right, title and interest in the trust property shall vest in the successor.

4. **Spendthrift Provision:** No beneficiary shall have any assignable interest in any trust created hereunder or in the income therefrom. Neither the principal nor the income shall be liable for the debts of any trustor or beneficiary. No beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner to anticipate or dispose of his interest in the trust or the income produced thereby prior to its actual distribution by trustee to said beneficiary in the manner authorized by this agreement. The limitation herein shall not restrict the exercise of any power of appointment or the right to disclaim.

5. **Limitation Required by Law:** Unless sooner terminated in accordance with this agreement, all interests not otherwise vested, including but not limited to all trusts and powers of appointment created hereunder, shall terminate twenty-one years after the death of trustor and his lineal descendants living at the death of trustor. At the end of which time distribution of all principal and all accrued, accumulated and undistributed income shall be made to beneficiaries then entitled to distribution.

6. **Survivorship Clause:** If any beneficiary dies within thirty days after the death of trustor, all provisions in this agreement shall be construed as if the beneficiary predeceased trustor.

7. **Construction and Interpretation:** Except as otherwise provided herein, the construction of this agreement shall be determined in accordance with Washington law. For the purposes of determining the distribution of any trusts created herein and the rights of beneficiaries, Washington law regarding wills existing at the date of this agreement shall be applied as if trustor was testator and beneficiaries were devisees. Specifically the word "representation" has the meaning defined in R.C.W. 11.02.005(3), and "issue" has the meaning defined in R.C.W. 11.02.005(4).

8. **Severability:** If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be construed and enforced as if the invalid provision had never been included in this agreement.

9. **Court Supervision Not Required:** All trusts created under this agreement shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination shall be initiated by my trustee in the appropriate court having jurisdiction of those matters relating to the construction and administration of trusts.

10. **Apportionment:** All expenses, claims and taxes, excluding generation-skipping tax, resulting from the death of trustor, shall be paid without apportionment except that taxes assessed with regard to property passing outside of this trust and trustor's probate estate, but included in the gross estate of trustor for federal estate tax purposes, shall be chargeable against the persons or entities receiving such property.

**ARTICLE II
ADMINISTRATION DURING LIFETIME OF TRUSTOR**

1. Revocation and Amendment: The trustor may, by written instrument executed by him and filed with trustee, revoke this agreement at any time, or withdraw from the trust estate, discharged of the trust, all or any part of the principal and accumulated income of the trust, upon satisfying all sums due to the trustee and indemnifying trustee to his reasonable satisfaction against liabilities lawfully incurred in the administration of this trust.

1.2 Trustor reserves the right to alter or amend this agreement at any time, by written instrument signed by trustor and accepted by trustee.

1.3 The right of revocation, withdrawal, alteration and amendment reserved by trustor must be exercised solely by him and may not be exercised by any other person, including any agent, guardian or conservator. This trust becomes irrevocable upon the death of trustor.

2. Additions to Trust: The trustee shall have power to receive other property, real or personal, tangible or intangible, including life insurance policies, devised, bequeathed, granted, conveyed, assigned or made payable to trustee by trustor or by any other person which, upon acceptance by trustee, shall be added to and become a part of the trust estate and shall be subject to this agreement.

2.1 Trustor reserves the right to remove property, or any interest therein, from the trust at any time. This right shall be exercised in writing.

3. Distribution of Trust Estate: During the lifetime of trustor, trustee shall pay to or for the benefit of trustor such amounts of income and principal as trustor directs from time to time. In the event of disability of trustor, trustee shall distribute to or for the benefit of trustor, income and principal in amounts determined by trustee to be reasonably necessary for trustor's support, maintenance, comfort and other benefit to help trustor maintain the same standard of living as trustor had at the date of execution of this agreement. Any income not so distributed shall be accumulated and added to any income administered as a part of the principal of the trust.

4. Disability: Disability shall mean any time during trustor's lifetime, that any trustee hereunder receives a notice in writing signed by two licensed physicians indicating that I am too disabled to continue as trustee hereunder. Upon receipt of such notice, I shall be relieved of all powers hereinabove reserved by me in my individual or fiduciary capacity, such powers shall cease and terminate, and upon delivery of such notice to successor trustee, said successor trustee shall continue the administration of the trust.

**ARTICLE III
ADMINISTRATION UPON DEATH OF TRUSTOR**

1. Collection of Assets and Proceeds: Trustee shall collect all of the assets of estate and proceeds of life insurance policies and hold such assets and proceeds for the purposes set out below.

2. Distribution upon Death: Upon the death of trustor, trustee may distribute amounts required to pay the expenses of last illness and funeral of trustor, expenses of administration of the estate if any, debts of the trustor and all estate, inheritance, income and other taxes chargeable to the estate of trustor, except that disbursements shall be made to the extent that assets of the general estate of trustor, in the sole judgment of trustee, are insufficient or not reasonably available for such purposes.

2.1 Specific Distribution: I devise my tangible personal property according to handwritten lists which I shall leave as to specific items of property. My successor trustee shall distribute said property accordingly. All the rest and residue of my tangible personal property, including all my jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, boats, automobiles, sporting goods, artifacts relating to my hobbies, and all other tangible articles of household or personal use, shall be distributed to my children, equally. The property not appropriate for distribution or unwanted by the children shall be sold and the proceeds distributed to the children, as my personal representative deems fit.

2.2 Residuary Distribution: All the rest and residue of my property I distribute to my children in equal shares.

2.3 If a child of mine should predecease me and leaves issue surviving, then that child's share shall be distributed to the issue of the deceased child by right of representation. If a child predeceases me and leaves no issue surviving, then that child's share shall be distributed to my other surviving children equally, or issue of deceased children by right of representation. If no beneficiary, as listed above survives me, then my trust estate shall be distributed to those persons who would be my heirs under Oregon law, had I died intestate owning such property. Upon my death and final distribution, the trust shall cease.

**ARTICLE IV
POWERS AND DUTIES OF TRUSTEE**

1. Indemnification of Trustee: Any trustee acting hereunder shall be held harmless from any liability resulting from the execution of the provisions of this agreement except as to fraud or gross negligence.

2. Powers and Duties: The trustee shall have all powers conferred upon a trustee by the laws of the State of Washington for the orderly administration of the trust estate. Trustee shall have additional powers and duties as follows:

2.1 (a) To collect, hold, and retain trust assets received from a trustor until, in the judgment of the trustee, disposition of the assets should be made;

(b) To receive additions to the assets of the trust;

(c) To continue or participate in the operation of any business or other enterprise, and to effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise;

(d) To acquire an undivided interest in a trust asset in which the trustee, in any trust capacity, holds an undivided interest;

(e) To invest and reinvest trust assets in such classes of stocks, bonds, securities, or other property, real or personal, as the trustee shall determine; to purchase life, annuity, accident, sickness, and medical insurance on behalf of and for the benefit of any trust beneficiary;

(f) To deposit trust funds in a bank, including a bank operated by the trustee when adequately secured;

(g) To acquire or dispose of an asset, for cash or on credit, at public or private sale, and to manage, develop, improve, exchange, partition, change the character of, or abandon a trust asset or any interest therein; and to encumber, mortgage, or pledge a trust asset for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the trustee;

(h) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings;

(i) To subdivide, develop, or dedicate land to public use, or to make or obtain the vacation of plats and adjust boundaries; or to adjust differences in valuation on exchange or partition by giving or receiving consideration; or to dedicate easements to public use without consideration;

(j) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust;

(k) To enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement;

(l) To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset;

(m) To vote a security, in person or by general or limited proxy;

(n) To pay calls, assessments, and any other sums chargeable or accruing against or on account of securities;

(o) To sell or exercise stock subscription or conversion rights; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise;

(p) To hold a security in the name of a nominee or in other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee is liable for any act of the nominee in connection with the stock so held;

(q) To insure the assets of the trust against damage or loss, and the trustee against liability with respect to third persons;

(r) To borrow money to be repaid from trust assets or otherwise; to advance money for the protection of the trust, and for all expenses, losses, and liability sustained in the administration of the trust or because of the holding or ownership of any trust assets, for which advances with any interest the trustee has a lien on the trust assets as against the beneficiary;

(s) To pay or contest any claim, to settle a claim by or against the trust by compromise, arbitration, or otherwise; and to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible;

(t) To pay taxes, assessments, compensation of the trustee, and other expenses incurred in the collection, care, administration, and protection of the trust;

(u) to allocate items of income or expense to either trust income or principal, as provided by law, including creation of reserves out of income for depreciation, obsolescence, or amortization, or for depletion in mineral or timber properties;

(v) To pay any sum distributable to a beneficiary under legal disability, without liability to the trustee, by paying the sum to the beneficiary or by paying the sum for the use of the beneficiary to any person having custody of the beneficiary under legal disability or to any person who, or corporation which, shall be furnishing maintenance, support or education to the beneficiary who is under legal disability;

(w) To effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation;

(x) To employ persons, including attorneys, auditors, corporate fiduciaries, investment advisors, or agents to advise or assist the trustee in the performance of administrative duties; to act without independent investigation upon their recommendations; and pay them reasonable compensation;

(y) To apply for and qualify all or any part of the property in the trust estate for special governmental programs, tax or otherwise, which may benefit the trust estate or any of the beneficiaries thereof;

(z) To prosecute or defend actions, claims, or proceedings for the protection of trust assets and of the trustee in the performance of duties; and

(aa) To execute and deliver all instruments which will accomplish or facilitate the exercise of the powers vested in the trustee.

2.2 Loans to Estate: Trustee is hereby authorized to loan money to the probate estate of trustor as is necessary.

2.3 Distributions to Minors: If any property is distributed outright under the provisions of this instrument to a minor, distribution may be made under the Washington uniform gifts to minors act; any fiduciary acting under this instrument may name the custodian and distribute the property to the custodian.

2.4 Elections by Trustee: The trustee shall have the power to make tax elections which are in the best interest of the trust estate, including but not limited to alternate valuation dates, disclaimers and elections regarding the recognition of gain or loss upon distribution of assets in kind.

2.5 Bond: No trustee shall be required to furnish any bond, undertaking or other security for the faithful discharge of his or her duties as trustee, nor shall any trustee be required to file any interim account of her proceeding in any court in any jurisdiction in which she may be called to act.

3. Trustee Compensation: The trustee shall be entitled to reasonable compensation for his services under this agreement, as he may elect, in accordance with schedules for like services of trusts departments of commercial banks.

4. Transactions with Third Persons: No person or corporation dealing with trustee shall be required to investigate trustee's authority for entering into any transaction or to administer the application of the proceeds of any transaction or to administer the application of the proceeds of any transaction. Third persons may rely on a copy of this trust agreement.

5. Trustee's Responsibility to Make Information Available to Beneficiaries: My Trustee shall report initially upon my death and at least semi-annually, to the beneficiaries of this trust. The trust's books and records along with all trust documentation shall be available and open at all reasonable times to the inspection of trust beneficiaries and their representative. My Trustee shall not be required to furnish trust records or documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

6. Contest Clause: If any beneficiary, other than the trustor, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, including any amendments thereto, or commences or prosecutes any legal proceedings to set this agreement aside, then in such event such beneficiary shall forfeit his or her share, cease to have any right or interest in the trust property, and shall be deemed to have predeceased trustor.

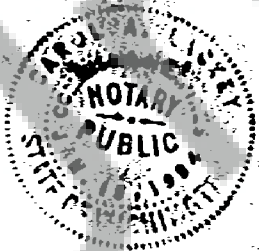
IN WITNESS WHEREOF, trustor and trustee have executed this agreement in duplicate this 24th day of May, 1991.

Esther Dalen
Esther Dalen, Trustor

Esther Dalen
Esther Dalen, Trustee

STATE OF WASHINGTON, County of Skamania) ss.

Before me personally appeared Esther Dalen and acknowledged the foregoing instrument to be her voluntary act and deed this 24th day of May, 1991.



Carol Skelley
Notary Public for Washington
My Commission Expires: 01-15-94

BOOK 194 PAGE 759

SCHEDULE "A"

TRUST ASSETS

1. Pershing Brokerage Account
2. Beneficiary of Hartford Putnam Capital Manager variable annuity #
130023443.

Quit Claim Deed

THE GRANTOR Esther Dalen

for and in consideration of None

conveys and quit claims to Esther Dalen, ttee, or successors under Esther Dalen Revocable trust 5-24-91 & any amendments thereto.

the following described real estate, situated in the County of Skamania State of Washington, together with all after acquired title of the grantor(s) therein:

Beginning at the intersection of the North line of SR 140 and

the West line of the Southwest one-quarter of Section 3 T1N R5E W.M.;

Thence N01-02-01E along the said West line 489.25 feet;

Thence S89-57-52E parallel to the North line of said Southwest one-quarter 665.40 ft;

Thence S01-02-01W 453.49 feet to the North line of SR 140;

Thence Westerly along said North line of SR 140 to the

Point of Beginning. Except the West 174.82 feet.

14344

REAL ESTATE EXCISE TAX

JUN 11 1991

PAID *[Signature]*
JUL 1991
SKAMANIA COUNTY TREASURER

14344
1-5-3-3-500
11/91
14344
1-5-3-3-500
11/91

STATE OF WASHINGTON DEPARTMENT OF HEALTH

TYPE OR PRINT IN PERMANENT BLACK INK

317
LOCAL FILE NUMBER

CERTIFICATE OF DEATH

BOOK 194 PAGE 761

146

STATE FILE NUMBER

1. NAME ESTHER EUNICE DALEN				2. SEX (M / F) Female		3. DEATH DATE (Mo Day Yr) February 8, 1994	
4. AGE LAST BIRTHDAY (Yr Mo Day) 74		5. UNDER 1 YEAR AGE		6. UNDER 1 DAY HOURS		7. BIRTH DATE (Mo Day Yr) 9/21/1919, Ridgefield, WA	
8. BIRTH PLACE (City, State or Foreign Country)		9. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes / No)		10. COUNTY OF DEATH Snohomish		11. CITY, TOWN, OR LOCATION OF DEATH Everett	
12. PLACE OF DEATH—BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME 1 <input type="checkbox"/> HOME 2 <input type="checkbox"/> IN HOSPITAL 3 <input type="checkbox"/> IN NURSING HOME 4 <input type="checkbox"/> IN RESIDENTIAL CARE 5 <input type="checkbox"/> OTHER PLACE Everett General Hospital				13. SICKING IN LAST 15 YEARS? (Yes / No)		14. MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify)	
15. SURVIVING SPOUSE (if wife, give maiden name)				16. SOCIAL SECURITY NO. 537-10-6392		17. DECEASED'S EDUCATION (Specify only highest grade completed) Emergency/Secondary (2-12) College (4 or 5-)	
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED)		19. KIND OF BUSINESS OR INDUSTRY Own Home		20. YEAR DECEASED OF FREQUENT ORIGIN OF DECEASED? (Specify) Yes or No If Yes, specify: Cuban, Mexican, Puerto Rican, etc. (Yes / No) Specify		21. RACE (Specify) White	
22. RESIDENCE—NUMBER AND STREET 1515 177th Ave NE		23. CITY/TOWN OR LOCATION Snohomish		24. RESIDE CITY, STATE, COUNTY Snohomish WA		25. LENGTH OF RES IN CO. 2yr	
26. FATHER'S NAME—FIRST, MIDDLE, LAST Eddie Doyle Taylor		27. MOTHER'S NAME—FIRST, MIDDLE, MAIDEN SURNAME Linnie Mildred Vanfossen		28. MARITAL ADDRESS MP 12 Point 74LSR140		29. LOCATION—CITY/TOWN, STATE Washougal, WA 98671	
30. BURIAL CREMATION REMOVAL, OTHER (Specify) Burial		31. DATE (Mo Day Yr) Feb 13, 1994		32. CEMETERY/CREMATORY—Name Evergreen Memorial Gardens		33. LOCATION—CITY/TOWN, STATE Vancouver, WA	
34. SIGNATURE OF PHYSICIAN <i>John M. Lacy</i>		35. NAME OF FACILITY Memorial Gardens Mortuary		36. ADDRESS OF FACILITY 1101 NE 112th Ave Vancouver, WA 98688		37. ADDRESS OF DECEASED 1101 NE 112th Ave Vancouver, WA 98688	
38. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED SIGNATURE AND TITLE <i>John M. Lacy MD</i>				39. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED SIGNATURE AND TITLE <i>John M. Lacy MD</i>			
40. DATE SIGNED (Mo Day Yr) 2-9-94		41. HOUR OF DEATH (24 Hrs) 1950 hrs		42. DATE SIGNED (Mo Day Yr)		43. HOUR OF DEATH (24 Hrs)	
44. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIED (Type or Print) John M. Lacy MD, 3801 Holt Avenue, Everett WA 98201				45. PRONOUNCED DEAD (Mo Day Yr)		46. HOUR—15 MIN. EXACT DEAD (24 Hrs)	
47. NAME AND ADDRESS OF CERTIFIED PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) John M. Lacy MD, 3801 Holt Avenue, Everett WA 98201				48. RECORDING FILE NUMBER		49. MEASUREMENT FILE NUMBER	
50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH							
51. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. Pneumonia b. Aspiration c. Stroke d. _____				52. INTERVAL BETWEEN ONSET AND DEATH 2 weeks 3 weeks 3 months _____			
53. OTHER SIGNIFICANT CONDITIONS—CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE							
54. ACC. SUICIDE, HOMIC. UNDET. OR PENDING INVEST (Specify)		55. BURIAL DATE (Mo Day Yr)		56. HOUR OF BURIAL (24 Hrs)		57. DESCRIBE HOW BURIAL OCCURRED	
58. BURIAL AT WORK? (Yes / No)		59. PLACE OF BURIAL—AT HOME, PARK, STREET, FACTORY, OFFICE, BLDG, ETC. (Specify)		60. LOCATION—STREET OR RD NO., CITY/TOWN, STATE		61. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No)	
62. RECORD AMENDMENT (Specify use only) DATE		63. REVIEWED BY DATE		64. SIGNATURE <i>M. Wand Hinds MD</i>		65. DATE RECEIVED (Mo Day Yr) FEB 11 1994	

Snohomish Health District
Vital Statistics
3020 Rucker Avenue
Everett, WA 98201

CERTIFICATION ON BACK

DOH 01-003 (5/96)