

142970

BOOK 217 PAGE 131

Return Address:

Gail Dunoven
PO Box 55
Carson, WA 98610FILED
Gail Dunoven
Nov 20 11 11 AM '01
GARY H. OLSON

Document Title(s) or transactions contained herein:

Revocable Trust Agreement

GRANTOR(S) (Last name, first name, middle initial)

Dunoven, John A Trustee
Dunoven, Gail E Trustee☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Dunoven, Gail E Trustee

☐ Additional names on page _____ of document.

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

Section 27, T3N, R8EWM

☐ Complete legal on page 8,9 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-08-27-3-0-0600-00

☐ Property Tax Parcel ID is not yet assigned☐ Additional parcel numbers on page 8,9 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.

REAL ESTATE EXCISE TAX

21917

NOV 21 2001

PAID ExemptW. K. M. De P. O.
SKAMANIA COUNTY TREASURER

REVOCABLE TRUST AGREEMENT

The Dunoven Trust dated June 30, 1999

THIS TRUST AGREEMENT is made at Skamania, Washington, June, 30th, 1999, between JOHN A. DUNOVEN ("Husband") and GAIL E. DUNOVEN ("Wife") (individually, "Grantor," and collectively, "Grantors") and JOHN A. DUNOVEN and GAIL E. DUNOVEN (the "Trustee"). Husband and Wife are citizens of the United States of America.

Gary H. Martin, Skamania County Assessor
Date 11/26/01 Parcel # 3-8-27-3-463, 465, 600
3-8-27-4-2000
3-8-26-902

ARTICLE 1. FAMILY

Grantors are married and their immediate family now consists of their children,

SANDRA M. WARRICK
SCOTT REILLY DUNOVEN

The provisions of this Agreement with respect to Grantors' children and descendants shall apply not only to the child named above and their descendants but also to any and all children who may hereafter be born to or adopted by Grantors or their descendants, provided such adoption of a descendant of a child occurred prior to the time the person attained age twenty-one (21). However, we intentionally make no provision for our son, SCOTT REILLY DUNOVEN, or his descendants.

ARTICLE 2. THE TRUST ESTATE

The Trustee acknowledges receipt in trust from Grantors of the transfer and delivery of the property described in Schedules A, B, C and D attached; Schedule A being community property of Grantors, Schedule B being property to which the trust is named contingent beneficiary, Schedule C being separate property of Husband, and Schedule D being separate property of Wife. This property, together with any other property subsequently transferred to and accepted by the Trustee, for the purposes of this trust, shall constitute the "Trust Estate" and shall be administered by the Trustee as provided in this Agreement. Upon the initial transfer of such property to Trustee and creation of this Trust such property shall be held and administered by Trustee as part of the revocable trust (the "Revocable Trust") in accordance with Article 4 and other applicable provisions of this instrument, and shall include both the Survivor's Trust and the Credit Trust provided for hereafter. This Trust shall be known as the "DUNOVEN TRUST dated JUNE 30, 1999" (the "Trust"). It is Grantor's intention that property subject to the Trust retain its character as community property of the Grantors or separate property of a respective Grantor.

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COPY OF ORIGINAL DOCUMENT

Gary H. Martin
DEPUTY
Skamania County Recorder

REVOCABLE TRUST AGREEMENT - Page 1
The DUNOVEN Trust

ARTICLE 3. REVOCATION; WITHDRAWAL OF ASSETS; MODIFICATION

3.1 Power to Revoke or Modify. Except as provided by Article 4.2 respecting the Credit Trust, each Grantor reserves the right at all times with respect to his or her respective interest in community and separate property held in trust to completely or partially revoke or modify this instrument, including the right to withdraw assets and change beneficiaries, their shares and the plan of distribution as to each such beneficiary. Any such revocation, withdrawal of assets or modification shall be valid and fully accomplished whenever the Trustee shall receive from a Grantor with respect to his or her interest in the Trust Estate written notice thereof. Following the death of the earlier dying Grantor the surviving Grantor shall have such powers of revocation, withdrawal and modification over any property subject to the Trust other than that subject to the Credit Trust under Article 5.

3.2 General Power of Appointment. Further, each Grantor hereby reserves to himself or herself (or is granted) a general inter vivos and/or testamentary power of appointment, to appoint among anyone, including, but not limited to such Grantor or such Grantor's estate by written inter vivos instrument or by his or her last will, any or all of the assets of the Trust Estate over which that Grantor has retained (or has been granted) a power to revoke or withdraw, including the Survivor's Trust, but not the Credit Trust. Such general power of appointment shall be exercised by specific reference in such Grantor's last will or in the inter vivos written instrument to this instrument and express exercise therein of this power. If the absence of an effective exercise of this general power by such Grantor, the assets of the Trust Estate subject to such general power shall be held, administered and distributed as otherwise provided herein. This Article 3.2 shall not apply to the Credit Trust or its assets, or any trust established thereunder.

ARTICLE 4. SURVIVOR'S TRUST BENEFICIARIES AND DISTRIBUTIONS

4.1 Revocable Trust. The purpose of the Revocable Trust shall be to provide for the reasonable health, support and maintenance of the Grantors, or the survivor of them. The Trustee shall distribute all income of the Revocable Trust to Grantors, or the survivor, not less frequently than annually and preferably quarterly. The Trustee may make such distributions out of the principal of the revocable portion of the Trust Estate as Trustee shall from time to time deem advisable to accomplish the purposes provided by this Article 4.1.

4.2 Upon Death of a Grantor.

(a) To Survivor's Trust; Disclaimers to Credit Trust. Upon the death of the Decedent Grantor the entire Trust Estate that being the separate property and one-half community property interests of the Surviving Grantor, and the separate property and one-half community property interests of the Decedent Grantor shall be allocated to a

trust for the benefit of the surviving spouse referred to herein as the "Survivor's Trust". However, any of the Decedent's property disclaimed by the Surviving spouse under a qualified IRC §2518 disclaimer shall be distributed to the Credit Trust. In this regard the Surviving Grantor shall retain and shall have the full powers of withdrawal, modification, revocation and appointment as provided in Article 3, which powers shall then be in the Surviving Grantor and shall extend over all property (including income) of the Survivor's Trust, other than the Credit Trust. In computing the amount of the Decedent's bequest, the values and amounts as finally determined for federal estate tax purposes shall control, disclaimers shall not be taken into account, and it shall be assumed that the proper elections are made to qualify all qualified terminable interest property for the estate tax marital deduction regardless of what election is in fact made. In the event of simultaneous death of both Grantors, it shall be presumed neither Grantor survived the other and each grantor's share, that is one half of all community property and all separate property of each Grantor, shall pass to the Credit Trust.

To the extent a specific pecuniary sum is disclaimed without reference to specific trust assets, in allocating assets to the Credit Trust, the Trustee shall use asset values which are used in finally determining the federal estate tax on the Deceased Grantor's estate, and the Trustee shall act impartially in allocating assets to the Credit Trust so that the allocation shall consist of assets which are fairly representative of appreciation or depreciation in the value of all property then available for allocation to the Credit Trust. However, such pecuniary amount shall be limited so as not to increase the federal estate tax otherwise payable due to the Decedent Grantor's death. Such pecuniary amount shall be determined after taking into account all property which is included in the gross estate of the Decedent Grantor for federal estate tax purposes. Such pecuniary amount shall be segregated and held by the Trustee as an irrevocable trust (the "Credit Trust"), to be administered as provided in Article 5 and other applicable provisions of this instrument.

The Surviving Grantor shall have no right to alter, modify, amend, cancel or terminate this Agreement with respect to that portion of the Trust passing to the Credit Trust, and the Surviving Grantor shall have no power over the Credit Trust which would be a general power of appointment for federal gift or estate tax purposes. To the greatest extent possible, stock of any corporation which has elected (or has in effect) an S Corporation election (Subchapter S election for federal income tax purposes) shall not be allocated to the Credit Trust, but to the Survivor's Trust so that the S election may be maintained. Pension assets, IRA's or other property which contain income in respect of a decedent ("IRD") set forth on Schedule B shall be treated as owned one-half by each grantor, and shall be fully allocated to the survivor's trust to maximize the spouse's roll-over election unless the spouse disclaims this asset to the Credit Trust. Any IRD resulting from a disclaimer to the Credit Trust shall be allocated to the Credit Trust's beneficiaries and not to the surviving spouse.

(b) Survivor-Sole Beneficiary of Survivor's Trust; Income. Following the Decedent Grantor's death the Surviving Grantor shall be the sole beneficiary of the Survivor's Trust (as opposed to the Credit Trust) during his or her lifetime and all income

shall be paid at least annually, and preferably quarterly to the Surviving Grantor. The income of the Survivor's Trust payable to the Surviving Grantor shall be computed from the date of the Decedent Grantor's death and shall continue so long as the Surviving Grantor shall live unless the Survivor's Trust is sooner paid out. If the Surviving Grantor's death occurs within an income paying period, the proportionate part of the total income for such final period computed to the date of the Surviving Grantor's death as well as all other income of the Survivor's Trust, accrued and undistributed to said date, shall nevertheless be the Surviving Grantor's property free of trust.

(c) Purposes of Survivor's Trust. Following the death of the Decedent Grantor the purposes of the Survivor's Trust shall be to provide for the Surviving Grantor's health, support and maintenance in reasonable comfort, and such other purposes as the Surviving Spouse may decide from time to time by amendment to the Survivor's Trust.

(d) Principal of Survivor's Trust. Following the Decedent Grantor's death, if at any time the described income distributions of the Survivor's Trust are inadequate for accomplishing the purposes of the Survivor's Trust the Trustee shall distribute principal of the Survivor's Trust to the Surviving Grantor to accomplish such purposes.

(e) Underproductive Property. The Surviving Grantor shall have the power to direct the Trustee in writing to convert underproductive or non-income-producing assets of the Survivor's Trust to income-producing or productive assets or make up the deficiency out of other trust assets.

(f) Marital Deduction. It is Grantors' intention that the property of the Survivor's Trust attributable to the Deceased Grantor qualify for the federal estate tax marital deduction. In this regard Article 4.5 shall apply to the Survivor's Trust following the Deceased Grantor's death with respect to such property and its income, rents, issues, gains, profits, appreciation and proceeds.

(g) Balance-Credit Trust. Upon the death of the earlier dying Grantor ("Decedent Grantor"), Trustee shall allocate all property disclaimed by the surviving spouse to the Credit Trust as provided in Article 5.

4.3 Death of Surviving Grantor. Upon the death of the Surviving Grantor, all remaining assets of the Survivor's Trust not otherwise disposed of or effectively appointed by the Surviving Grantor, shall pass to and be administered as a part of the Credit Trust as provided in Article 5 and other applicable provisions of this instrument, except to the extent otherwise provided by the Surviving Grantor by modification, amendment, withdrawal, revocation or appointment of the Survivor's Trust.

4.4 Gifts by Agent to Effectuate Estate Plan.

gross estate for federal estate tax purposes shall be used to pay that tax to the extent available, but only to the extent such estate tax is apportioned to such trust estate.

6.10 Interpretation. Where context and circumstances require, the gender of all words used in this instrument shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular.

6.11 Reliance on Good Faith Actions; Liability. Every action made in good faith by the Trustee in the exercise of any power, authority, judgment or discretion conferred hereunder (including elections with respect to taxes) shall be conclusive and binding upon all persons interested in the assets of any trust hereunder. Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law, and if reasonable care was exercised in such selection and retention, Trustee shall not be liable for loss or damage caused by any agent or attorney selected by Trustee.

6.12 Successor Trustee. If at any time a Grantor-Trustee should decline, fail, die, become disabled (within the meaning of Article 7(f)), resign or for any reason is unable to act as a Trustee, the remaining Grantor may, but need not, appoint such other person or entity as he or she shall designate in writing as a Trustee, including himself or herself. In the event both Grantor-Trustees have declined, failed, died, become disabled (within the meaning of Article 7(f)), resigned or for any other reason are unable to act as Trustee, the non-disabled Grantor(s) may appoint such person or entity as he, she or they designate in writing as the Trustee. In the absence of such designation, Grantors appoint SANDRA M. WARRICK as Trustee. If that Trustee is unable or unwilling to so act, Grantors appoint DOUG WARRICK as Trustee. Any Trustee shall have the power to designate in writing a successor. The Trustee may resign without approval of the court upon providing an accounting of trust assets in a manner satisfactory to the successor trustee as indicated by the written acceptance of trust assets and approval of such accounting by the successor trustee. Appointment of a successor trustee as provided herein shall not require court approval.

6.13 Co-Trustees. In the event more than one Trustee is then serving, one Trustee designated in writing by all Trustees shall have full authority to write checks from each Trust Estate bank account and to exercise all rights, including voting and transfer rights, with respect to shares of stock held in trust. This authority provided for the convenience of the Trustees shall relieve third parties but not the Trustees from liability for actions taken pursuant to it.

6.14 Guardians and Attorneys-in-Fact. It is a primary intention of the Grantors in establishing this Trust with respect to a Grantor's property to have such property held, administered and distributed by the Trustee and not by a legal guardian or attorney-in-fact. In the event of a Grantor's disability and appointment of a legal guardian or existence of an attorney-in-fact under durable power of attorney, the assets of the trust estate attributable to that Grantor shall not become subject to the administration of such guardian or attorney-in-fact. This Article 6.16 is not intended to restrict the power of a

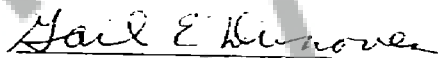
(f) "Disability" or "Disabled" shall mean the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability of a Grantor shall be determined by his or her physician and one other physician, except that the existence of confinement, detention by a foreign power or disappearance shall be determined by the Trustee based on the available facts and circumstances, and such Trustee's determination shall be conclusive. Disability may also be determined by a court of competent jurisdiction.

(g) "Code" shall mean the United States Internal Revenue Code of 1986, as amended.

EXECUTED by Grantors and by the Trustee on the day and year first above written.

GRANTORS:


JOHN A. DUNOVEN


GAIL E. DUNOVEN

TRUSTEES:


JOHN A. DUNOVEN


GAIL E. DUNOVEN

STATE OF WASHINGTON)

) ss.

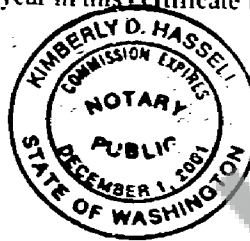
County of Skamania)

THIS IS TO CERTIFY that on this 30th day of June, 1999, before me, the undersigned, a notary public in and for the state of Oregon, duly commissioned and sworn, personally appeared JOHN A. DUNOVEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed for the uses and purposes therein mentioned.

///

WITNESS my hand and official seal the day and year in this certificate first above written.

Kimberly Hassell
Notary public in and for the state of Washington
My appointment expires: 12/01/01

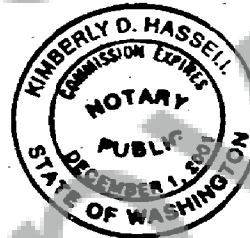


STATE OF WASHINGTON)
) ss.
County of Skamania)

THIS IS TO CERTIFY that on 30th day of June, 1999, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared GAIL E. DUNOVEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Kimberly Hassell
Notary public in and for the state of Washington
My appointment expires: 12/01/01

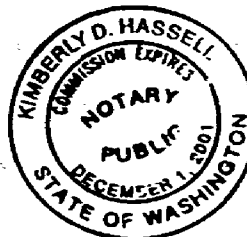


STATE OF WASHINGTON)
) ss.
County of Skamania)

THIS IS TO CERTIFY that on 30th day of June, 1999, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared JOHN A. DUNOVEN and GAIL E. DUNOVEN, to me known to be the individuals named as Trustee under the agreement dated June 30, 1999, and who executed the within and foregoing instrument as such Trustee on behalf of said Trust, and acknowledged to me that said individual signed the same as said individuals' free and voluntary act and deed as such Trustee for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Kimberly Hassell
Notary public in and for the state of Washington
My Commission Expires: 12/01/01



REVOCABLE TRUST AGREEMENT - Page 19
The DUNOVEN Trust

Exhibit A
P91

Parcel # 03-08 27 3 0 0600

A tract of land in the Southwest Quarter of Section 27, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Dunoven Short Plat recorded in Book 3 of Short Plats, Page 330, Skamania County Records.

Parcel # 03-08 26 0 0 0902 00

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 26, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Gerald Maddux Short Plat No. 2 recorded in Book 2 of Short Plats, Page 181, Skamania County Records.

Parcel # 03 08 27 3 0 0405 00

Lot 4; Rudhe Tracts, according to the recorded Plat thereof, recorded in Book A of Plats, Page 141, in the County of Skamania, State of Washington.

Parcel 03 08 27 3 0 0403 00

Lot 2 Rudhe Tracts, BK A, PG 141

BOOK 217 PAGE 140

Exhibit A (CONT)
P 92

3-8-27-4-2000

Beginning at a point on the section lines common to Sections 27 & 34, Township 3 North, R 8 E.W.M., which is N 89° 22' 30" W 942.9 feet from the SE corner of Section 27, T3N, R 8 E.W.M., thence S 23° 59' W 61.67 feet to the Northerly right of way line of State Road No. 8; thence S 66° 01' E along highway 262.64 feet; thence N 23° 59' E 101.51 feet; thence N 66° 01' W 262.24 feet; thence S 23° 59' W 39.84 feet to the point of beginning.

STATE OF WASHINGTON DEPARTMENT OF HEALTH											
BOOK 217 PAGE 741											
146											
TYPE OR PRINT IN PERMANENT BLACK INK											
44 LOCAL FILE NUMBER											
1 NAME: John Albert DUNOVEN											
2 SEX: M											
3 DEATH DATE: Nov. 6, 2001											
4 AGE LAST BIRTHDAY: 62											
5 UNDER 1 YEAR: MOS. DAYS. HOURS. MINS.											
7 BIRTH DATE: 12/15/1938											
8 BIRTH PLACE: Newtonia, MO											
9 WAS DECEDENT EVER IN U.S. ARMED FORCES? Yes											
10 COUNTY OF DEATH: Skamania											
11 CITY, TOWN OR LOCATION OF DEATH: Trout Lake											
12 PLACE OF DEATH: Forest Road 66											
13 SMOKING IN LAST 15 YEARS? No											
14 MARITAL STATUS: Married											
15 SURVIVING SPOUSE: Gail E. Reilly											
16 SOCIAL SECURITY NO.: 532-32-9083											
17 DECEDENT'S EDUCATION: College (14 or 5+)											
18 USUAL OCCUPATION: Store Owner											
19 KIND OF BUSINESS OR INDUSTRY: Grocery											
20 WAS DECEDENT OF HISPANIC ORIGIN OR DESCENT? No											
21 RACE: White											
22 RESIDENCE - NUMBER AND STREET: 71 House St.											
23 CITY, TOWN OR LOCATION: Home Valley											
24 INSIDE CITY LIMITS? No											
25A COUNTY: Skamania											
25B LENGTH OF RES. IN CO.: 29yrs											
26 STATE: WA											
27 ZIP CODE: 98648											
28 FATHER'S NAME - FIRST, MIDDLE, LAST: Leo Charles Dunoven											
29 MOTHER'S NAME - FIRST, MIDDLE, MARRIAGE SURNAME: Rose Elaine Allman											
30 INFORMANT - NAME: Gail Dunoven											
31 MAILING ADDRESS: PO Box 55 Carson, WA 98610											
32 BURIAL, CREMATION, REMOVAL, OTHER (Specify): Burial											
33 DATE (Mo. Day, Yr.): 11/12/2001											
34 CEMETERY/CREMATORY - NAME: Berge Cemetery											
35 LOCATION - CITY, TOWN, STATE: Home Valley, WA											
36 FUNERAL DIRECTOR OR SUPPLIER: GARDNER FUNERAL HOME, INC.											
37 ADDRESS OF FACILITY: PO Box 390 White Salmon, WA 98672											
39 TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED.											
40 DATE SIGNED (Mo., Day, Yr.): November 9, 2001											
41 HOUR OF DEATH (24 Hrs.): 1052											
42 NAME AND TITLE OF ATTENDING PHYSICIAN, IF OTHER THAN CERTIFIER (Type or Print): Bradley W. Andersen, Co. Coroner, P.O. Box 790, Stevenson, WA 98648											
43 ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED.											
44 DATE SIGNED (Mo., Day, Yr.): November 6, 2001											
45 HOUR OF DEATH (24 Hrs.): 1052											
46 PRONOUNCED DEAD (Mo., Day, Yr.): November 6, 2001											
47 HOUR PRONOUNCED DEAD (24 Hrs.): 1052											
48 MS/CORONER FILE NUMBER: 2001-175SK											
50 ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH.											
IMMEDIATE CAUSE (Final disease or condition resulting in death): CORONARY OCCLUSION											
DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE.											
Sequently list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.											
51 OTHER SIGNIFICANT CONDITIONS - CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVE ABOVE.											
52 AUTOPSY? (Yes/No): No											
53 WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes/No): Yes											
54 ACC. SUICIDE, HOMICIDE, OR PENDING INVEST. (Specify): Natural Causes											
55 INJURY DATE (Mo., Day, Yr.): 11/06/01											
56 HOUR OF INJURY (24 Hrs.): 1052											
57 DESCRIBE HOW INJURY OCCURRED:											
58 INJURY AT WORK? (Yes/No):											
59 PLACE OF INJURY - AT HOME, FARM, STREET, FACTORY, OFFICE, BLDG, ETC. (Specify):											
60 LOCATION - STREET OR RFD NO., CITY, TOWN, STATE:											
61 RECORD AMENDMENT (If applicable, use only):											
62 SIGNATURE: [Signature]											
63 DATE RECEIVED (Mo., Day, Yr.): 11/9/2001											