

WHEN RECORDED RETURN TO

MARGARET MADISON PHELAN P.S.  
502 E. McLoughlin Blvd  
Vancouver WA 98663-3357  
360 696-2069 · 503 243-7810

Doc # 2005157792  
Page 1 of 11  
Date: 06/24/2005 03:17P  
Filed by: MARGARET MADISON PHELAN PS  
Filed & Recorded in Official Records  
of SKAMAHIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$29.00

GRANTOR(S): **J. LAWRENCE SKAAR**

GRANTEE(S): **EVELYN L. SKAAR**

ABBREVIATED LEGAL DESCRIPTION: N 1/2 NW 1/4 NW 1/4 Section 25 Township 3 N. R 7 EW.M

ASSESSOR'S TAX PARCEL ID #: 03-07-24-0-0-0700-00, 03-07-24-0-0-0700-03, 03-07-24-0-0-0700-06, 02-07-02-1-1-1100-00, 02-07-02-4-1-0300-00

REFERENCE NO: n/a

In Re the Estate of: )

**J. LAWRENCE SKAAR** )

Deceased. )

STATE OF WASHINGTON )

: ss.

County of Clark )

AFFIDAVIT IN SUPPORT OF  
COMMUNITY PROPERTY  
AGREEMENT

**REAL ESTATE EXCISE TAX**

25023 ~~15023~~

JUN 24 2005

PAID EXEMPT

Audrey Takmi, Deputy  
SKAMAHIA COUNTY TREASURER

**EVELYN L. SKAAR** states on oath:

1. The facts herein set forth are given to the general public and are to be used for the purpose of informing the general public as to the status of the property belonging to J.

AFFIDAVIT IN SUPPORT OF  
COMMUNITY PROPERTY AGREEMENT - 1

J:\MMP\Clients M-\Skaar\2005\ep aff support CPA with legal.wpd

**LAWRENCE SKAAR** and **EVELYN L. SKAAR** pursuant to the terms of a Community Property Agreement executed by **J. LAWRENCE SKAAR** and **EVELYN L. SKAAR**, husband and wife, dated October 31, 2002, [hereinafter "Community Property Agreement"] which is attached hereto as EXHIBIT "A".

2. This Affidavit is for the purpose of supplying information for public record pertaining to that certain Community Property Agreement.

3. That **J. LAWRENCE SKAAR** died on March 21, 2005, at Klickitat County. Attached as EXHIBIT "B" is **J. LAWRENCE SKAAR'S** Death Certificate.

4. That the parties to the Community Property Agreement have entered into no subsequent joint wills or agreements which would have the effect of abrogating or nullifying the above mentioned Community Property Agreement.

5. The decedent left no separate estate.

6. All obligations of the community owing at the date of death have been paid in full and all expenses of last sickness and funeral expenses which would constitute a lien upon the above described real estate have been paid or provided for and there is no Federal Estate Tax or Washington Inheritance Tax owing.

7. That the decedent left surviving him the following persons: **EVELYN L. SKAAR**, surviving spouse. Decedent was also survived by his natural child **LOIS [SKAAR] LAMKIN**, and his adopted children, namely **PATRICIA L. CHAMBERS**, **DANIEL A. TUBBS**, **CARRIE ANN**

ASHBACK, and MARSHALL O. SKAAR. All of the parties mentioned above are over the age of majority.

8. Under the terms of the Community Property Agreement title to all property of the community vests immediately in the survivor upon the death of either party to the Agreement, including but not limited to the following parcels of real property located in Skamania County: parcel #02-07-02-1-1-1100-00 as legally described in attached EXHIBIT "C", parcel #02-07-02-4-1-0300-00 as legally described in attached EXHIBIT "D", parcel #'s 03-07-24-0-0-0700-00, 03-07-24-0-0-0700-03, and 03-07-24-0-0-0700-06 as legally described in attached EXHIBIT "E".

DATED this 2 day of June, 2005.

Evelyn L. Skaar  
EVELYN L. SKAAR

Subscribed and sworn to before me this 2 day of June, 2005.

REBECCA SEARFUS  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
APRIL 14, 2008

Rebecca Searfus  
Notary Public  
PRINTED NAME: Rebecca Searfus  
My Commission Expires April 14, 2008  
Residing at: Portland OR

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**COMMUNITY PROPERTY AGREEMENT**

GRANTORS: **EVELYN L. SKAAR and J. LAWRENCE SKAAR**  
GRANTEES: **EVELYN L. SKAAR and J. LAWRENCE SKAAR**  
ABBREVIATED LEGAL DESCRIPTION: n/a  
ASSESSOR'S TAX PARCEL ID #: n/a  
REFERENCE NO: n/a

**AGREEMENT** made and entered into on this 31 day of October, 2002, between **EVELYN L. SKAAR** ("Wife") and **J. LAWRENCE SKAAR** ("Husband"), both of whom are domiciled in the state of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Property Covered: This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. All such property is regarded to in this agreement as the "described community property." If Husband dies and Wife survives, any separate property of Husband which is owned by Husband at the time of his death (except for assets which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives her, any separate property of Wife which is owned by Wife at the time of her death (except for assets which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property is regarded to in this agreement as the "described community property."

2. Community Property: Unless this agreement shall have been revoked prior to the death of the first spouse, the survivor shall have the full power to sell, give by will or otherwise dispose of all property subject to this agreement.

3. Vesting at Death of a Spouse: If Husband dies and Wife survives him, all of the described community property shall immediately vest in Wife as of the moment of Husband's death and become the separate property of Wife. If Wife dies and Husband survives her, all of the described community property shall immediately vest in Husband as of the moment of Wife's death and become the separate property of Husband.

4. Disclaimer: Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this agreement in whole or in part, or with reference to specific parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 3 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

5. Automatic Revocation: The provisions of paragraph 3 shall be automatically revoked

a. Upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or

b. Immediately prior to death, if the order of death cannot be ascertained.

Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and / or domicile of the spouses at the time of the death of either or both.

6. Optional Revocation by One Party: If either party becomes incapacitated, the other party shall have the power to terminate the provisions of paragraph 3 and each party designates the other as attorney-in-fact to become effective upon incapacity to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the incapacitated spouse and to the guardian(s), if any, of the person and of the estate of the incapacitated person. For the purposes of this paragraph, a spouse shall be deemed incapacitated if the incapacitated spouse's regularly treating physician, if available and if not any physician duly licensed to practice medicine in the State of Washington, signs a statement declaring that the spouse is unable to manage his or her own affairs.

7. Powers of Appointment: This agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

8. Revocation of Inconsistent Agreements: To the extent this agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made

by the parties that affects the described community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

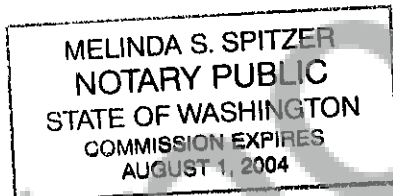
Evelyn L. Skaar  
EVELYN L. SKAAR

J. Lawrence Skaar  
J. LAWRENCE SKAAR

STATE OF WASHINGTON                    )  
  : ss.  
County of Clark                            )

I certify that I know or have satisfactory evidence that **EVELYN L. SKAAR and J. LAWRENCE SKAAR** signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 31 day of Oct., 2002.



Melinda S. Spitzer  
Notary Public  
PRINTED NAME: Melinda S. Spitzer  
Residing at: Vancouver WA  
My appointment expires: 8/1/04

MARGARET MADISON PHELAN P.S.  
Attorney at Law  
502 E McLoughlin Blvd  
Vancouver WA 98663-3357  
360 696-2069 · 503 243-7810

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COMMUNITY PROPERTY AGREEMENT - 3

EXHIBIT A  
PAGE 3 of 3



# STATE OF WASHINGTON DEPARTMENT OF HEALTH

Local File Number: <b>2005-1016</b>		<b>Washington State Certificate of Death</b>		State File Number	
1. Legal Name (Include AKA's if any) First Middle LAST Suffix <b>John Lawrence SKAAR</b>				2. Death Date <b>March 21, 2005</b>	
3. Sex (M/F) <b>Male</b>	4a. Age - Last Birthday <b>89</b>	4b. Under 1 Year Months Days <b>0 0</b>	4c. Under 1 Day Hours Minutes <b>0 0</b>	5. Social Security Number <b>539-03-5560</b>	6. County of Death <b>Klickitat</b>
7. Birthdate <b>Jan. 31, 1916</b>		8a. Birthplace (City, Town, or County) <b>Stevenson</b>		8b. (State or Foreign Country) <b>Washington</b>	
9. Decedent's Education <b>High School Graduate</b>		10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify. <b>No</b>		11. Decedent's Race(s) <b>White</b>	
12. Was Decedent ever in U.S. Armed Forces? <b>No</b>		13a. Residence: Number and Street (e.g., 624 SE 5 <sup>th</sup> St.) (Include Apt. No.) <b>62 Homestead Rd.</b>		13b. City or Town <b>Stevenson</b>	
13c. Residence: County <b>Skamania</b>		13d. Tribal Reservation Name (if applicable)		13e. State or Foreign Country <b>Washington</b>	
13f. Zip Code + 4 <b>98648</b>		13g. Inside City Limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unk			
14. Estimated length of time at residence. <b>89 Years</b>		15. Marital Status at Time of Death <b>Married</b>		16. Surviving Spouse's Name (Give name prior to first marriage) <b>Evelyn Louise Kuhnhausen</b>	
17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED).) <b>Agent</b>				18. Kind of Business/Industry (Do not use Company Name) <b>Insurance</b>	
19. Father's Name (First, Middle, Last, Suffix) <b>John Skaar</b>				20. Mother's Name Before First Marriage (First, Middle, Last) <b>Christina Agatha Skaalhiem</b>	
21. Informant's Name <b>Evelyn Skaar</b>		22. Relationship to Decedent <b>Wife</b>		23. Mailing Address: Number and Street or RFD No. City or Town State Zip <b>62 Homestead Rd. Stevenson, WA 98648</b>	
24. Place of Death, if Death Occurred in a Hospital: <b>Inpatient</b>				25. Facility Name (If not a facility, give number & street or location) <b>Skyline Hospital</b>	
26a. City, Town, or Location of Death <b>White Salmon</b>				26b. State <b>WA</b>	
27. Zip Code <b>98672</b>					
28. Method of Disposition <b>Cremation</b>		29. Place of Final Disposition (Name of cemetery, crematory, other place) <b>Columbia River Crematory</b>		30. Location-City/Town, and State <b>White Salmon, WA</b>	
31. Name and Complete Address of Funeral Facility <b>Gardner Funeral Home POB 390 White Salmon, WA 98672</b>				32. Date of Disposition <b>March 22, 2005</b>	
33. Funeral Director Signature X <i>[Signature]</i>					
<b>Cause of Death (See instructions and examples)</b>					
34. Enter the chain of events -- diseases, injuries, or complications -- that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.					
IMMEDIATE CAUSE (Final disease or condition resulting in death) →		a. <b>CONGESTIVE HEART FAILURE</b>		Interval between Onset & Death <b>Months</b>	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		b.		Interval between Onset & Death	
		c.		Interval between Onset & Death	
		d.		Interval between Onset & Death	
35. Other significant conditions contributing to death but not resulting in the underlying cause given above				36. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
37. Were autopsy findings available to complete the Cause of Death? <input type="checkbox"/> Yes <input type="checkbox"/> No					
38. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		39. If female <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		40. Did tobacco use contribute to death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input type="checkbox"/> Unknown	
41. Date of Injury (MM/DD/YYYY)		42. Hour of Injury (24hrs)		43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
44. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk					
45. Location of Injury: Number & Street: Apt No. City or Town: County: State: Zip Code + 4:					
46. Describe how injury occurred				47. If transportation injury, specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)	
48a. Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place stated, and was due to the cause(s) as indicated.				48b. Medical Examiner/Coroner - 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) and manner stated.	
x <b>Ray FitzSimmons MD</b>					
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print) <b>Ray FitzSimmons, MD POB 1519 White Salmon, WA 98672</b>				50. Hour of Death (24hrs) <b>1600</b>	
51. Name and Title of Attending Physician if other than Certifier (Type or Print)				52. Date Signed (MM/DD/YYYY) <b>3-22-05</b>	
53. Title of Certifier <b>MD</b>		54. License Number <b>MD 00016986</b>		55. Was case referred to ME/Coroner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
57. Registrar Signature <i>[Signature]</i>				58. Date Received (MM/DD/YYYY) <b>MAR 22 2005</b>	
59. Amendments					

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DL # 200510792

EXHIBIT "C"

A tract of land located in Section 2, Township 2 North, Range 7 East of Willamette Meridian, in the Felix G. Iman DLC in the County of Skamania, State of Washington, described as follows:

Beginning at the Northwest Corner of the Daniel Baughman D.L.C.; thence East along the North line of the said Baughman D.L. C. 609.4 feet; thence North to intersection with the southerly right of way line of County Road known and designated as the Red Bluff Road (Ryan/Allen) as presently constructed; thence in a Southwesterly direction following the Southerly line of said road to a point due North of the point of beginning; thence South to the point of beginning.

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Gary H. Martin, Skamania County Assessor

Date

6/14/05

Parcel #

02-07-02-11-0300-00

Jm

EXHIBIT

C

PAGE

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of

1



EXHIBIT "D"

Beginning at a point on the north line of the Baughman D. L. C. 20.50 chains west of the east line of Section 2, Township 2 North, Range 7 E.W.M.; thence south 73 feet to the north bank of Foster Creek; thence northeasterly along th northerly bank of said creek to the north line of the Baughman D. L. C.; thence west 444 feet to the point of beginning:

SUBJECT to easement and right of way for the county road known and designated as the Foster Creek Road.

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Gary H. Martin, Skamania County Assessor

Date 6/14/05 Parcel # 02-07-02-4-1-0300-00

*G.M.*

EXHIBIT D  
PAGE 1 of 1

EXHIBIT "E"

N 1/2 NW 1/4 NW 1/4 Section 25 Township 3 N. R 7 E.W.M Skamania County; Less that parcel deeded to Harold Bagnall and Karen Bagnall, Recorded in Volume 189 Page 713 Auditor's records of Skamania County; and also excepting that portion, if any, lying within the above described property, of parcel deeded to Skamania County, recorded under Book S Page 310 Auditor's records of Skamania County, Said property herein conveyed being twenty acres, more or less;

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 24, Township 3 North, Range 7 E. W. M.; EXCEPT the following described portion thereof: Beginning at the northwest corner of the SW1/4 of the SW1/4 of the said Section 24; thence east 12 rods; thence south 20 rods; thence south 77° west 14 rods and 20 links; thence north 23 rods and 18 links to the point of beginning; AND SUBJECT TO easement granted to the United States of America for the Bonneville Power Administration's electric power transmission lines by deed dated October 20, 1953, and recorded October 28, 1953, at page 273 of Book 37 of Deeds, Records of Skamania County, Washington.

PLUS:

W1/2 of E1/2 of W1/2 of SE1/4 of SW1/4 and W1/2 of W1/2 of SE1/4 of SW1/4 of Section 24, Twp. 3 N. R. 7 E. W. M. containing 15 acres more or less pursuant to contract of sale in favor of Grantee and subject to his acts and omissions.

EXCEPT:

BEGINNING at a point that is South 88°43'15" East, 1569.86 feet and North 01°16'45" East, 510.29 feet from the Southwest corner of Section 24, Township 3 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, as measured along the South line of said Section 24 and normal to it;

thence South 88°43'15" East, parallel to the South line of said Section 24, 265 feet, more or less, to the East line of the West half of the East half of the West half of the Southeast quarter of the Southwest quarter of said Section 24;

thence Southerly along said East line 325 feet, more or less, to the center-line of Cloverdale-Skaar Road; thence Westerly along the center-line of Cloverdale-Skaar Road to a point which bears South 27°21'04" West from the POINT OF BEGINNING;

thence North 27°21'04" East, 330 feet, more or less, to the POINT OF BEGINNING.

SAID parcel containing 2.5 acres, more or less.

SUBJECT TO County road easements.

EXCEPT:

A tract of land located in the West Half of the Southeast Quarter of the Southwest Quarter (W1/2 SE1/4 SW1/4) of Section 24, Township 3 North, Range 7 E. W. M., described as follows:

Beginning at a point in the centerline of the county road known and designated as the Cloverdale - Skaar Road, said point being 178.9 feet north and 1,649 feet east of the southwest corner of the said Section 24; thence south 157.8 feet to intersection with the south line of the said Section 24; thence north 89° 16' east along said section line 186.6 feet to the southeast corner of the West Half of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter (W1/2 E1/2 W1/2 SE1/4 SW1/4) of the said Section 24; thence north along the east line of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter (W1/2 E1/2 W1/2 SE1/4 SW1/4) of the said Section 24 to intersection with centerline of said Cloverdale - Skaar Road; thence southwesterly following the centerline of said road to the point of beginning; said tract containing 0.73 acre, more or less;

SUBJECT TO easement and right of way for the county road known and designated as Cloverdale - Skaar Road.

EXCEPT:

A tract of land located in the W1/2 of the W1/2 of the SE1/4 of the SW1/4 of Section 24, Township 3 N. Range 7 E.W.M. in Skamania County, Washington, described as follows:

Beginning at the southwest corner of said W1/2 of the W1/2 of the SE1/4 of the SW1/4; thence S 88°43'15" E, 314.05 feet to the southwest corner of that parcel conveyed to Curtis A. Skaar and Barbra J. Skaar by deed dated 29 July 1964 and recorded at page 121, Book 53 of Deeds, Records of Skamania County, Washington; thence N 1°21'34" E 141.06 feet to the south line of the County Road known and designated Skaar Road (County Road No. 23370); thence westerly along the south line of said Skaar Road to the west line of the SE1/4 of the SW1/4 of said Section 24; thence S 0°44'04" W along said west line to the point of beginning.

This description constitutes a boundary line adjustment between the adjoining property of the Grantors and Grantees herein and is therefore exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The herein described property cannot be segregated and sold without first conforming to the State of Washington and Skamania County subdivision laws.

EXHIBIT E  
PAGE 1 OF 1

EXHIBIT "E"

N 1/2 NW 1/4 NW 1/4 Section 25 Township 3 N. R 7 E.W.M Skamania County; Less that parcel deeded to Harold Bagnall and Karen Bagnall, Recorded in Volume 189 Page 713 Auditor's records of Skamania County; and also excepting that portion, if any, lying within the above described property, of parcel deeded to Skamania County, recorded under Book S Page 310 Auditor's records of Skamania County, Said property herein conveyed being twenty acres, more or less;

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 24, Township 3 North, Range 7 E. W. M.; EXCEPT the following described portion thereof: Beginning at the northwest corner of the SW1/4 of the SW1/4 of the said Section 24; thence east 12 rods; thence south 20 rods; thence south 77° west 14 rods and 20 links; thence north 23 rods and 18 links to the point of beginning; AND SUBJECT TO easement granted to the United States of America for the Bonneville Power Administration's electric power transmission lines by deed dated October 20, 1953, and recorded October 28, 1953, at page 273 of Book 37 of Deeds, Records of Skamania County, Washington.

J:\MMP\Clients M-Z\Skaar\2005\Exhibit E residence.wpd

Gary H. Martin, Skamania County Assessor

Date 6/14/05 Parcel # 03-07-24-0-0-0700-00  
J.M. 03-07-24-0-0-0700-03  
03-07-24-0-0-0700-06  
03-07-24-0-0-0704-00

EXHIBIT E  
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