WASHINGTON COMMUNITY PROPERTY AGREEMENT

This agreement is made and entered into this 29th day of March, 1988, between NATALE S. AMATO and JOAN AMATO, who agree as follows:

- 1. <u>Intent</u>. The parties are husband and wife who are residents of the State of Oregon and who own real property in the State of Washington. This agreement is made pursuant to the statutes of the State of Washington for the purpose of establishing the status of all Washington property now owned or hereafter acquired by the parties, both during their lifetimes and upon the death of the party first to die.
- 2. <u>Consideration</u>. The consideration given by each party consists of the promises of each to the other and also the love and affection that each bears to the other.
- 3. Washington Property. "Washington property" means and this agreement applies to all real or other property which has a legal situs in the State of Washington and which is presently owned by either or both parties, including separate property owned by either party and any property owned jointly by the parties, or which either or both parties, may acquire after the date of the agreement. "Washington property" includes the property and their interests in property presently owned by NATALE S. AMATO, also known as NATE AMATO, as follows:
- of trust dated October 8, 1985, and executed and delivered by Patrick J. Webb and Sherlee N. Webb, grantor, to Ticor Title Insurance Company, trustee, in which Frankenfield Company is the beneficiary, recorded on October 11, 1985, document number 8510110209, mortgage records of Clark County, Washington, the beneficiary's interest having been assigned to Dominion Capital, Inc., and thereafter from Dominion Capital, Inc. to Nate Amato, relating to certain real property located in Clark County, Washington, and more particularly described in Exhibit "A".
- 3(b). The undivided one-half interest of Nate Amato, also known as Natale S. Amato, as tenant in common with Martha Rapp in that certain real property located in Skamania County, Washington, more particularly described in Exhibit "B".
- 4. Community Property. All Washington property is hereby declared community property owned entirely by the community composed of the two parties to this agreement. Each party hereby conveys and quitclaims to the other party his or her interest in

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any separate Washington property he or she now owns or hereafter acquires so as to convert all separate Washington property owned by either party to community property.

- Upon the death of the party first to 5. <u>Death of Spouse</u>. die, title to all Washington property shall immediately vest in the surviving party in fee simple.
- 6. Amendment and Revocation. This agreement may not be amended, altered, revoked or cancelled by execution of a subsequent will by either party. It may be amended or revoked only by execution by the parties of a written instrument of revocation or amendment of equal formality to this agreement.

NATALE S. AMATO

(water JOAN AMAIT

STATE OF OREGON

)ss.

County of Multnomah)

AMATO to me known to be the individuals described in and who esecuted the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purposes therein described. Given under my hand and official seal this 29th day of March, 1988. AIE OF OF

NOTARY PUBLIC FOR OREGON

my Commission Expires: ///3/90

FILED FOR RECORD SKAMANIA CO. WASH SHAMMAN GIVE TOINGIN MIGGINS GIVE PORNAMO, GR. Mis Dep. AUDITOR GARY H. OLSON

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EXHIBIT "A"

Lot 31, Lakewood Terrace-2, according to the plat thereof, recorded in Volume F of plats, page 138, records of Clark County, Washington.

EXCEPT the Southerly 5 feet thereof, measured along the Easterly line and parallel with the Southerly line thereof;

ALSO that part of Lot 1 in Section 9, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of Lot 31 of Lakewood Terrace-2, according to the plat thereof, recorded in Volume F of plats, page 138; thence South 34°43' West along the Northwesterly boundary of said Lot 31, 63.90 feet to a point North 3°09 East 31.09 feet from the Southwest corner of said Lot 31; thence North 3°09' East along the Westerly line of said lot extended Northerly 50 feet; thence North 85°3 East 33.74 feet to said point of beginning.

EXHIBIT "B"

PARCEL NO. 1

THE NORTH HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE NORTH-WEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 5 E.W.M.;

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 6 LYING EASTERLY AND NORTHERLY OF SECONDARY STATE HIGHWAY NO. 8-B;

AND EXCEPT A TRACT OF LAND CONVEYED TO IDA B. PARKER BY DEED DATED MAY 19, 1925, AND RECORDED MAY 20, 1925, AT PAGE 273 OF BOOK "U" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

AND EXCEPT A TRACT OF LAND CONVEYED TO FRANK C. EBERLE BY DEED DATED MARCH 18, 1926, AND RECORDED MAY 25, 1935, AT PAGE 206 OF BOOK "Y" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

PARCEL NO. 2

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 5 E.W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF SECONDARY STATE HIGHWAY NO. 8-B 137.5 FEET NORTH 46°05' WEST FROM THE INTERSECTION OF THE CENTER LINE OF SAID HIGHWAY WITH THE EASTERLY LINE OF A TRACT OF LAND CONVEYED TO IDA B. PARKER BY DEED DATED MAY 19, 1925, AND RECORDED AT PACE 273 OF BOOK "U" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE SOUTH 62°WEST 333 FEET; THENCE SOUTH 02°34' WEST 90 FEET TO THE SOUTHERLY LINE OF THE SAID TRACT CONVEYED TO IDA B. PARKER; THENCE SOUTH 87°26' EAST TO INTERSECTION WITH CENTER LINE OF SAID SECONDARY STATE HIGHWAY NO. 8-B; THENCE FOLLOWING THE CENTERLINE OF SAID HIGHWAY IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

PARCEL NO. 3

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., LYING SOUTHERLY OF THE CENTER OF THE WASHOUGAL RIVER.

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