

. COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 1972, by and between DORSEY M. LIEBHART and ALICE F. LIEBHART, husband and wife, residing at Portland, Oregon;

WITNESSETH:

That, WHEREAS, it is the desire, purpose and intention that DORSEY M. LIEBHART and ALICE F. LIEBHART, husband and wife, jointly enter into an agreement concerning the disposition of the whole of the community property, wheresoever situated, now owned or hereafter at any time acquired by them, to take effect upon the death of either of them, whereby all of said property shall pass without delay or expense at the death of either to the survivor. It is understood and agreed that all property owned by the parties herein in the State of Washington is considered as community property and that neither is possessed of any separate property in the State of Washington.

Now, THEREFORE, for and in consideration of the love and affection they bear one toward the other, and for and in consideration of the co-mingling of their joint efforts and earnings and properties heretofore, it is hereby agreed between the undersigned as follows:

(1.) That all property of whatsoever nature or description, whether real, personal or mixed, and wheresoever situated, now owned or hereafter acquired by them, or either of them, including any separate property in the State of Washington, shall be considered, and is hereby declared to be, community property, and each conveys and quitclaims to the other his or her interest in any separate property in the State of Washington that he or she may now own or hereafter acquire, so as to convert the same as community property. This agreement applies particularly to a tract of land located in the Southwest Quarter of the Northwest Quarter of Section 34, Township 2 North, Skamania County, Washington Range 5 E. of the W. M., described as follows:

Beginning at a point marking the intersection of the center of the channel of the Washougal River with the west line of the said Section 34; thence following the center of the channel of the Washougal River easterly to a point 200 feet east of the west line of the said Section 34, said point being the initial point of the tract hereby described; thence parallel to the west line of the said Section 34 north 435 feet, more or less, to a point in the center of a certain private road as staked out and established on June 6, 1938; thence easterly following the center of said private road to a point 400 feet east of the west line of said Section 34; thence parallel to the west line of the said Section 34 south 435 feet, more or less, to a point in the center of the channel of the Washougal River; thence Westerly following the center of the channel of the Washougal River 200 feet, more or less, to the initial point, Skamania County, State of Washington.

(2) That upon the death of either of the parties hereto, title to all community property as defined in the preceding paragraph shall immediately vest in fee simple in the survivor of them, absolutely and unconditionally as the separate property in the estate of the survivor.

IN WITNESS WHEREOF, the said DORSEY M. LIEBHART and ALICE F. LIEBHART have executed this agreement on the day and year first above written.



Dorsey M. Liebhart

Alice F. Liebhart

STATE OF OREGON }

County of Multnomah }

SS:

This certifies that on the 1st day of April, 1972, personally appeared before me DORSEY M. LIEBHART and ALICE F. LIEBHART, to me known to be the individuals who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

[Signature]
Notary Public for the State of Oregon, residing at Portland, Oregon.