

82009

COMMUNITY PROPERTY AGREEMENT

820

THIS AGREEMENT, made and entered into this 15th day of April, 1976, by and between DON C. YARNELL and ESTHER M. YARNELL, husband and wife, of Klickitat County, State of Washington, pursuant to the provisions of Section 26.16.020, Revised Code of Washington, providing for agreements between husband and wife, for the fixing of the status and disposition of community property to take effect upon the death of either.

WITNESSETH:

That for and in consideration of the mutual love and affection that each of the parties has for the other, and in consideration of the mutual benefits to be derived by the parties hereto, it is agreed, covenanted and promised as follows:

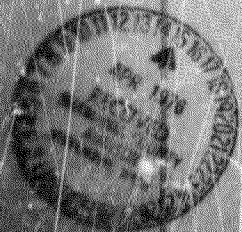
I

That all of the property of whatever nature, of kind or description, whether real or personal or mixed, and wheresoever situated, now owned or hereafter acquired by them or either of them, shall be considered and is hereby declared to be the community property of the parties. That the real property now so covered hereby is situated as follows: In Klickitat County, State of Washington, particularly described as follows:

Lots 9 and 10, Block 1, Fields First Addition to the Town of White Salmon.

and situated in the County of Skamania, State of Washington, the following described real property, to-wit:

All that portion of Government Lot 1, in Section 22, Township 3 North, Range 10 EMM, lying Southerly of the Southerly right of way line of State Highway



No. 8, Northerly of the Northerly line of the S.P.S. Railway Company's right of way, and Westerly of a line 100 feet distant in an Eastward direction and parallel to the Westerly line of said Lot 1;

ALSO, all that portion of Government Lot 2, in Section 21, Township 3 North, Range 10 EWM, lying Southerly of the Southerly right of way line of State Highway No. 8, Northerly of the Northerly line of the S.P.S. Railway Company's right of way, and Easterly a line of 40 feet distant in a Westward direction and parallel to the Easterly line of said Lot 2;

ALSO, the right to take water from any spring situated on said property of the grantors in Section 21, Township 3 North, Range 10 EWM, together with the right to construct thereon such reservoir or reservoirs as may be necessary or convenient for the storage of said water and to lay and maintain a pipeline over and across the said real property to the land hereby conveyed, the said pipeline to be so laid as not to interfere with the property cultivation of said land and the water so taken to be used for domestic purposes of the grantees, their heirs, assigns, upon the property hereby conveyed.

and Sellers' executory interest in the following described real estate situated in the County of Jackson, State of Oregon, to-wit:

Beginning at the quarter section corner common to Sections 17 and 20, Township 38 South, Range 1, WWM, Jackson County, Oregon; thence South $0^{\circ}07'$ East, 228.25 feet, to a point 35 feet (at right angles) from the center line of the Talent Irrigation District lateral canal; thence along the line, 35 feet Northerly and parallel to the center line of said canal as follows: North $36^{\circ}02'20''$ West 96.60 feet; North $62^{\circ}51'$ West 138.40 feet; South $67^{\circ}35'30''$ West, 164.90 feet; South $70^{\circ}30'30''$ West, 273.17 feet; South $57^{\circ}43'30''$ West 8.20 feet; thence North, 246.28 feet, to the section line common to said Sections 17 and 20; thence North $89^{\circ}57'10''$ East, along said line, 596.50 feet, to the point of beginning.

TOGETHER WITH a non-exclusive easement of ingress and egress to and from the above described property over and across the following:

Beginning at a point 596.50 feet West of the quarter section corner common to Sections 17 and 20, Township 38 South, Range 1 WWM, Jackson County, Oregon; thence continue West, along the North line of said Section 20, a distance of 47.0 feet, to the true point of beginning; thence Southwesterly along a 47.0 foot radius curve, from a point 596.50 feet West of the quarter section corner common to Sections 17 and 20, to a point, 47.0 feet South of the North line of said Section 20.

II

That it is agreed by and between the parties hereto that this indenture entitled "Community Property Agreement" shall have the effect, in addition, of covering any form of personal property and fixing the status and disposition thereto as community property to all stocks, bonds, household goods, or any other personal property of any nature, character or description.

III

That it is hereby covenanted and agreed that upon the death of either of the parties hereto, title to all the community property as shown above shall immediately vest in fee simple in the survivor of them.

IN WITNESS WHEREOF, the said DON C. YARNELL and ESTHER M. YARNELL, husband and wife, have hereunto set their hands and seals this 15th day of April, 1976.

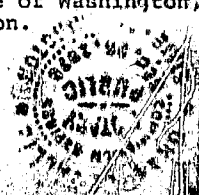
Don C. Yarnell
Esther M. Yarnell

STATE OF WASHINGTON)
County of Klickitat) ss.

This certifies that on this 15th day of April, 1976, personally appeared before me DON C. YARNELL and ESTHER M. YARNELL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public for State of Washington,
residing at White Salmon.



Community Property Agreement
DON C. YARNELL and ESTHER M. YARNELL
Page 4