

## COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of September, 1978, by and between LYNN S. NETHERTON and SUSAN H. NETHERTON, husband and wife, of Skamania 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,

## W I T N E S S E T H:

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 or kind or description, whether real or personal, or mixed, and wheresoever situated, now owned or hereafter acquired by 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 in Skamania County, State of Washington, particularly described as follows:

PARCEL A: Lot 1 of SOOTER TRACTS according to the official plat thereof on file and of record at page 138 of Book A of Plats, Records of Skamania County, Washington;

Except that portion thereof lying northerly of the following described line: Beginning at a point 30 feet south 47° 09' east from the most northerly corner of the said Lot 1; thence south 54° 30' west to intersection with the west line of the said Lot 1.



PARCEL B: That portion of Lot 1 of SCOTER TRACTS according to the official plat thereof on file and of record at page 138 of Book A of Plats, Records of Skamania County, Washington, lying northerly of the following described line: Beginning at a point 30 feet south 47° 09' east from the most northerly corner of the said Lot 1; thence south 54° 30' west to intersection with the west line of the said Lot 1.

Subject to restrictions as set forth in contract dated March 26, 1974 in fulfillment of which this deed is given.

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.

IV

It is further agreed herein by and between LYNN S. NETHERTON and SUSAN H. NETHERTON that this Community Property Agreement shall not cover and shall be exclusive of the proceeds of that certain trust existing in favor of SUSAN H. NETHERTON created under the Last Will and Testament of FREDERICK A. BUNGE and SARAH M. BUNGE which shall be considered hereunder to be excluded by reason of said trust funds herein mentioned are the separate property of SUSAN H. NETHERTON.

