

82289

COMMUNITY PROPERTY AGREEMENT

Agreement made in Stevenson, Washington on August 23, 1979, between RUSSELL E. POWERS and HARRIET L. POWERS, husband and wife, both of whom are domiciled in Stevenson, 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 property (community and separate) now owned or hereafter acquired by Husband and Wife whether now or hereafter registered in the name of one or the other or both parties or whether acquired by one or the other or both, which shall be considered and is declared to be the community property of the parties. All such property is referred to in this Agreement as the "described community property".

2. Vesting at Death of a Spouse. If Husband dies and Wife survives him by ten days, all of the described community property shall vest in wife. If Wife dies and Husband survives her by ten days, all of the described community property shall vest in Husband.

3. Automatic Revocation. The provisions of Paragraph 1 regarding after acquired property and the provisions of paragraph 2 shall be automatically revoked if

- (a) Either party files a petition, complaint or other pleading for separation, dissolution or divorce; or
- (b) The parties move their domicile to another jurisdiction.

4. Optional Revocation by One Party. If either party becomes disabled, the other party shall have the power to

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terminate the provisions of paragraph 1 regarding after acquired property and the provisions of paragraph 2 and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall become effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the named person is unable to manage his or her own affairs.

5. Powers of Appointment. This agreement shall not affect any power of appointment that is now held or is 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.

6. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement or other arrangement previously made by the parties affecting the described community property the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.



RUSSELL E. POWERS



HARRIET L. POWERS

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STATE OF WASHINGTON)
)
 County of Skamania)

On this day personally appeared before me RUSSELL E. POWERS and HARRIET L. POWERS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on August 23, 1979.

Stephen G. Peterson
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at *Skamania*.



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