

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Vera Pietz*

OCT 20 10 33 AM '93

COMMUNITY PROPERTY AGREEMENT

HENRY L. PIETZ AND VERA V. PIETZ GARY M. OLSON

P. Lowry
AUDITOR

Agreement made this 18 day of March, 1991, between HENRY L. PIETZ ("Husband") and VERA V. PIETZ ("Wife"), husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

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BOOK 138 PAGE 890

1. **PROPERTY COVERED:** This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse, even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. If Husband dies and Wife survives, any separate property of Husband which is owned by Husband at the time of his death (except for assets for which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives her, any separate property of Wife which is owned by Wife at the time of her death (except for assets for which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property."

2. **VESTING AT DEATH OF SPOUSE:** If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

3. **DISCLAIMER:** Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, or with reference to specific parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. **AUTOMATIC REVOCATION:** The provisions of paragraph 2 shall be automatically revoked (a) Upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or

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REAL ESTATE EXCISE TAX

COMMUNITY PROPERTY AGREEMENT

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OCT 20 1993

PAID *Exempt*

Ed. Lowry

SKAMANIA COUNTY TREASURER

Received
Indirect
Indirect
Filed
Mailed

Glenda J. Kimmel, Skamania County Assessor
By: *Ed. Lowry* Parcel # 04 09 36 00 03 00 00
10-20-93

(b) Upon the establishment of a domicile out of the State of Washington by either party; or

(c) Immediately prior to death, if the order of death cannot be ascertained.

5. **OPTIONAL REVOCATION BY ONE PARTY:** If either party becomes disabled, the other party shall have the power to terminate 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 be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian(s), 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 person is unable to manage his or her own affairs.

6. **POWERS OF APPOINTMENT:** This Agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife or both of them, nor shall it obligate 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.

7. **REVOCATION OF INCONSISTENT AGREEMENTS:** To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, the said HENRY L. PIETZ and VERA V. PIETZ, husband and wife, have hereunto set their signatures this 18 day of March, 1991.

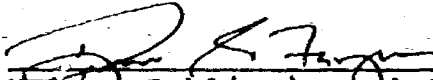
Henry L. Pietz
HENRY L. PIETZ - Husband

Vera V. Pietz
VERA V. PIETZ - wife

STATE OF WASHINGTON)
) ss
County of Clark)

On this day personally appeared before me HENRY L. PIETZ and VERA V. PIETZ, 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 this 18 day of
March, 1991.


Notary Public in and for the
State of Washington residing
at Vancouver.
My Commission Expires: Mar 11, 1994

