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Filed by: MARSH HIGGINS BEATY & HATCH PC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON

AUDITOR Fee: \$35.00

Return after Recording to:

Marsh, Higgins, Beaty & Hatch, P.C. 1112 Daniels Street, Suite 200 P O Box 54 Vancouver, WA 98666

COMMUNITY PROPERTY AGREEMENT

1 This AGREEMENT is executed between ALFRED J. YOTT and NANCYLEE A. YOTT, aka NANCY A. YOTT, husband and wife, residing at Washougal, Washington:

1. DECLARATIONS

1.1 <u>Marital Status</u>. The parties hereto are husband and wife, and are residents of the State of Washington.

1.2 <u>Children</u>. The parties have one (1) child, namely: TIMOTHY J. YOTT, born December 16, 1980. ALFRED J. YOTT has four (4) children born from prior relationships, namely: BARBARA JEAN GRAY, born November 21, 1960, SUSAN MARIE YOTT, born July 16, 1961, WILLIAM JOSEPH YOTT, born December 8, 1964, and RHONDA FERRUCCI, born July 1, 1966. NANCYLEE A. YOTT, aka NANCY A. YOTT has one (1) child born from a prior

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Initials

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Marsh, Higgins, Beaty & Hatch, P.C. 1112 Daniels Street P.O. Box 54 Vancouver, WA 98666 www.Marsh-Higgins.com (360)695-7909 relationship, namely: COLLEEN R. HANKINS, born January 5, 1959.

2. CONSIDERATION

FOR AND IN CONSIDERATION of the love and affection they each bear toward the other, and in consideration of the mutual help each will be to the other in the future, and for the consideration of the commingling of their joint efforts and earnings and property, it is agreed as herein provided.

3. AMENDMENTS, ETC.

- 3.1 <u>Amendments</u>. This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.
- 3.2 <u>Effect of Divorce or Dissolution of Marriage</u>. Unless otherwise provided in the divorce or dissolution decree or in the property settlement agreement, this agreement shall be revoked by any decree divorcing the spouses or dissolving their marriage.
- 3.3 Effect of Incompetency. If, prior to the death of either spouse, a legal guardian is appointed over the property of one of the spouses on account of incompetency, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this agreement. Hearing on the petition shall be held after giving such notice to all interested parties as may be ordered by the court. If, after the hearing, the court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection towards all parties concerned, it may

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19. Initials Initials

Marsh, Higgins, Beaty & Hatch, P.C. 1112 Daniels Street P.O. Box 54 Vancouver, WA 98666 www.Marsh-Higgins.com (360)695-7909 authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse.

3.4 <u>Effect of Domicile Change</u>. Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

4. VESTING OWNERSHIP ON DEATH

Upon the death of the first spouse, all community property shall become the sole and separate property of the surviving spouse. Immediately upon the death of the one spouse, the survivor shall have the full power to sell, will, or otherwise to dispose of all property subject to this Community Property Agreement.

5. COMMUNITY PROPERTY

Unless this Agreement shall have been revoked prior to the death of the first spouse, all property, real or personal, now owned or hereafter acquired, whether separate or community, shall be conclusively presumed to have been conveyed and converted into community property one hour before the death of the first spouse and thereafter shall be deemed community property for all purposes under the laws of the State of Washington.

DATED this /6 day of July, 2004.

Nancylee A. Yott

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Marsh, Higgins, Beaty & Hatch, P.C. 1112 Daniels Street P.O. Box 54 Vancouver, WA 98666 www.Marsh-Higgins.com (360)695-7909 STATE OF WASHINGTON)
: ss.
County of Clark)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALFRED J. YOTT and NANCYLEE A. YOTT, aka NANCY A. YOTT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this Lott day of July, 2004.

DANIEL G. MARSH NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES NOVEMBER 26, 2007

NOTARY PUBLIC

Residing at Vancouver, Washington.

My Appointment Expires: 11/26/07

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