Return Address:

DoLoRes File R

441 Marble Road

washougal wa 98671

Doc # 2004154417
Page 1 of 5
Date: 09/10/2004 12:42P
Filed by: DOLORES FILER
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$23.00

Document Title(s) or transactions contained herein: Community Property Agreement Certificate Of Death.
GRANTOR(S) (Last name, first name, middle initial)
FileR, E Marion REAL ESTATE EXCISE TAX JH 140
[] Additional names on page of document. SEP 1 0 2004
GRANTEE(S) (Last name, first name, middle initial) PAID EXEMPT
TAID TO LORAS
F: 1eR, Do LoRes Stute Aline Le suty
SKAMANIA COUNTY TREASURER
[] Additional names on page of document.
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)
14 horrion of the 10/2-112-100/9-10114 0 - Dection 14
A POLTION OF The W/2-E/2-NW/4-NE/4 OF Section 19 TOWNSLIP IN Range 5E
Complete legal on page of document.
REFERENCE NUMBER(S) of Documents assigned or released:
ALI EMERCE ITOMBER(b) by Documents dissigned of Total action
[] Additional numbers on page of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
0/05/900 0500 00
Property Tax Parcel ID is not yet assigned
[] Additional parcel numbers on page of document.
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read
the document to verify the accuracy or completeness of the indexing information.

COMMUNITY PROPERTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That I, EMMETT MARION FILER, and I, DOLORES MAE FILER, husband and wife, residing at 7113 Kentucky Drive, Vancouver, Washington, for and in consideration of the love and affection we bear, one toward the other, and in further consideration of the mutual helpfulness we have been, one to the other in the past, and for and in consideration of the comingling of our joint efforts and earnings and other considerations we hereby agree, one with the other, as follows:

That each and every piece, parcel, lot or tract of land which we own jointly or separately and wheresoever located or situated and each and every article of mixed property wheresoever situated shall be by us and all other persons whomsoever regarded and treated and known as community property.

The full intent and purpose of this Agreement is to be construed by the Courts, our heirs, executors and assigns and by all other persons whomsoever as a voluntary conveyance from one to the other unitedly to the community of all our earthly possessions in such manner and form that the same shall from this date be the property of the community of ourselves as husband and wife.

Being desirous that said property shall pass to the survivor without delay or expense in the case of the death of either of us, the said husband or wife then, in the case of the death of the said Emmett Marion Filer while the said Dolores Mae Filer survives, the said community property as above stated now owned by us or which may hereinafter be acquired by us it is hereby agreed and understood shall at once vest in the said Dolores Mae Filer in fee simple as her sole and separate property; and, in the event of the death of the said Dolores Mae Filer leaving the said Emmett Marion Filer surviving her, it is hereby agreed and understood that the whole of said property now owned

Filer Community Property Agreement -- Page Two

by us or which may hereinafter be acquired by us shall at once vest in the said Emmett Marion Filer in fee simple as his sole and separate property.

IN WITNESS WHEREOF, the parties hereto, being the said EMMETT MARION FILER and DOLORES, MAE FILER, have hereunto set their hands and seals this / 3 day of March J, 1963

/(SEA<u>L)</u>

STATE OF WASHINGTON COUNTY OF CLARK

On this day personally appeared before me EMMETT MARION FILER and DOLORES MAE FILER, husband and wife, to me known to be the individuals in and who executed the within and foregoing instrument and acknowledged that they and each of them signed the same as their and each of their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this / 3 nday of March, 1963.

Washing-

y Public for State of esiding at Washougal.

Gary H. Martin, Skamania County Assessor

___Parcel # <u>01 05 19 0</u>0 0500 00 Date 9-10-04

EOF

9. Record Amendment

Parcel 1

A truct of land in the Northwest Quarter of the Hortheast Quarter (New NEWs) of Section 19, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at a point 1,671.78 feet west from the northeast corner of the said Section 19, said point being located on the westerly bank of an unnamed stream; thence following the westerly bank of said stream south 27 feet to a point warked by an iron pipe; thence south 01° 441 east 50.66 feet; thence south 43° 24' west 41.39 feet; thence south 21° 20' west 124.85 feet; thence south 39° 25' 30" east 102.2? feet; thence south 13° 45' 30" east 199.68 feet; thence south 28" 17' west 126.26 feet; thence south 16° 13' east 215 feet, more or less, to intersection of the westerly bank of said stream with the northerly right of way line of State Road 14, said point being the initial point of the tract hereby described and the southeast corner of a tract of land conveyed to Bernard Newby and Dorothy Newby, husband and wife, by dead dated May 12, 1966, and recorded at page 1 of Book 56 of Beeds, Records of Skymania County, Washington; thence along the northerly right of way line of said State Road 14 south 68° 57' west 304 feet; thence north 01° 17' wast 594.03 feet; thence east 253.95 feet to the masterly line of said tract conveyed to Bernard Newby et ux. by deed dated May 1/, 1966; thence southerly following the easter-¿ ly line of said tract to the initial point;

TOGETHER WITH a non-exclusive easement for a rondway approximately 20 feet in width as presently established, extending from the north line of the above described real property to the Gounty Rond;

SUBJECT TO easements of record and SUBJECT TO an easement and right of way for a water pipeline and the exclusive right to take water from a certain spring reserved by grantors, their heirs, administrators and assigns, as more particularly described in Exhibit A to a real estate contract dated October 18, 1966, and recorded at page 377 of Book 56 of Deeds, Records of Skamania County, Washington.

Parcel 2

A tract of land located in the Northwest Quarter of the Northeast Quarter (MAG NEW) of Section 19, Township 1 North, Range 5 E. W. M. described as follows:

Beginning at a point 1,671.78 feet west from the northeast corner of the said Section 19, said point being located on the westerly bank of an unneed stream; thence following the westerly bank of said stream south 27 named stream; thence following the westerly bank of said stream south 27 named stream; thence following the westerly bank of said stream south 27 named stream; thence south and said stream south 27 named stream; thence south 43° 24' west 41.39 feet; thence south 21° 20' west 124.85 feet; thence south 39° 25' 30" east 102.21 feet; thence south 13° 45' 30" feet; thence south 39° 25' 30" east 102.21 feet; thence south 13° 45' 30" east 32 feet, more or less, to the northeast corner of a tract of land conveyed to the grantens by deed date: September 28, 1973, and recorded at page veyed to the grantens by deed date: September 28, 1973; thence north 01° 17' west 333.75 feet to the north line september 28, 1973; thence north 01° 17' west 333.75 feet to the north line of the said Section 19; thence along said north line west 235 feet to the point of beginning; said tract consisting of 1.64 acres, more or less;

SUBJECT TO easements and rights of way for County Road No. 10030 designated as the Harble Road; AND SUBJECT TO general taxes for 1976 which will become due and payable on February 15, 1976; and

EXCEPTING and RESERVING to the grantors, their heirs and assigns, an easement and right of way for a water pipeline and the right to use and develop a certain spring located near the north line of said premises; TOGETHER WITH the right to repair and maintain said easement and spring.