

Doc # 2007166877

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Date: 07/16/2007 02:46P

Filed by: OPTON & GALTON

Filed & Recorded in Official Records
of SKAMANIA COUNTY

SKAMANIA COUNTY AUDITOR

J MICHAEL GARVISON

Fee: \$36.00

WHEN RECORDED RETURN TO:

Michael L. Gangle

Opton & Galton

621 SW Morrison Street, Suite 1440

Portland, OR 97205

DOCUMENT TITLE(S)

Community Property Agreement

REAL ESTATE EXCISE TAX

27127

REFERENCE NUMBER(S) of Documents assigned or released:

JUL 16 2007

☐ Additional numbers on page ____ of document.

PAID

exempt

SKAMANIA COUNTY TREASURER

GRANTOR(S):

Karen Goode Fitzsimons and Edwin C. Fitzsimons

☐ Additional names on page ____ of document.

GRANTEE(S):

Karen G. Fitzsimons, a single woman

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Section 34, T2N, Range 5EWM

☒ Complete legal on page 4 of document.

TAX PARCEL NUMBER(S):

02053420150000 L.M. 7/16/07

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

4346322 CPA

RecFee - \$34.00 Pages: 3 - OPTON & GALTON LAW OFFICE
Clark County, WA 07/05/2007 12:02



**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

MICHAEL L. GANGLE
621 SW MORRISON, SUITE 1440
PORTLAND, OR 97205

COMMUNITY PROPERTY AGREEMENT

Grantor (Husband): EDWIN C. FITZSIMONS
Grantee (Wife): KAREN G. FITZSIMONS
Abbreviated Legal: N/A
Assessor's Tax Parcel # N/A
Other Reference Nos: N/A

THIS COMMUNITY PROPERTY AGREEMENT is between EDWIN C. FITZSIMONS and KAREN G. FITZSIMONS, husband and wife, of Vancouver, Washington.

1. DECLARATIONS.

The parties hereto are husband and wife and are residents of the State of Washington.

2. CONSIDERATION.

FOR AND IN CONSIDERATION of the love and affection that the spouses have one for 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. Amendments. This Agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. It may also be revoked unilaterally by either spouse by written instrument executed and acknowledged by the revoking spouse and delivered to the other spouse at his or her last known address.

COMMUNITY PROPERTY AGREEMENT
Page 1
(11000)

PABST & HOLLAND, PLLC
ATTORNEYS AT LAW
900 Washington Street, Suite 820
Vancouver, Washington 98660
(360) 693-1910 • (503) 222-9201

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3.2. Effect of Divorce or Dissolution of Marriage. 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 Incapacity. Upon disability or incapacity of either spouse, this Agreement may be modified or revoked by the other spouse, without court approval, if such spouse has been granted such power in a power of attorney given by the disabled or incapacitated spouse. If, prior to the death of either spouse, a legal guardian is appointed over the property of one of the spouses on account of incapacity, 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 toward all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incapacitated spouse

3.4. Effect of Domicile Change. 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.

3.5. Effect of Disclaimer. The surviving spouse may negate the effect of paragraph 4 and/or paragraph 5 below by qualified disclaimer.

4. VESTING OWNERSHIP ON DEATH.

Subject to the exception in paragraph 6 below, 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 first 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

Subject to the exception in paragraph 6 below, 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.

This Agreement shall not apply to the cabin located at 51 Tree-ific Drive, Washougal, Washington, which is the separate property of KAREN G. FITZSIMONS and will pass to her children under the provisions of her Will.

DATED this 27 day of February, 2001.

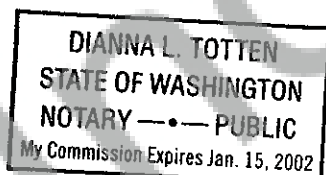
Edwin C. FitzSimons
EDWIN C. FITZSIMONS

Karen G. Fitzsimons
KAREN G. FITZSIMONS

STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that EDWIN C. FITZSIMONS and KAREN G. FITZSIMONS appeared personally before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of February, 2021.



Shanna L. Tetter
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: Jan. 15, 2002

EXHIBIT A

Abbreviated Legal Description: Section 34, T2N, Range 5EWM

Complete Legal Description:

BEGINNING at a point on the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, where said boundary line intersects with the center of the channel of Washougal River; thence in an Easterly direction following the center of the channel of said Washougal River to a point six hundred (600) feet East of the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, which last mentioned point is the Southeast corner of a tract of land conveyed by the first part herein to William J. Craine under date of April 4, 1940; thence North parallel with the West boundary line of said Section 34, Township 2 North, Range 5 East of the Willamette Meridian, 435 feet, more or less, to a point in the center of a private road running Easterly and Westerly as now staked out, and which said point is 600 feet East of the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence in a Northeasterly direction 100 feet along the center of the private road; thence South parallel with the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, 435 feet, more or less, to a point in the center of said Washougal River; and which said point is 700 feet East of the West boundary line of said Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence Westerly following the center of the channel of said Washougal River 100 feet, more or less, to the point of beginning, all situate in the Southwest quarter of the northwest quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, and State of Washington. SAVE AND EXCEPT a strip 45 feet by 230 feet, described as follows:

Starting at the Northeast corner of said lot, and running thence South, 230 feet along the East line of said lot to a point; thence West at a right angle 45 feet to a point; thence North and parallel with the East line of said lot, 230 feet; thence East of the place of beginning.

AND, FURTHER, conveying unto the Grantee herein:

The water right running with the land above described, under agreement recorded in Book 3 of Agreements and Leases, Page 535, records of Skamania County, Washington

SUBJECT TO easements, reservations and restrictions of record.

Assessor's Property Tax Parcel/Account Number: 02053420150000

Skamania County Assessor
Date 7/14/07 Parcel# 2-5-34-2-0-1500
2m