

Greenen & Greenen, PLLC  
1104 Main Street, Suite 400  
Vancouver, WA 98660

Please print neatly or type information  
DOCUMENT TITLE(S)  
Community Property Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

Additional Reference #'s on page #

GRANTOR(S)  
WILLIAM EARL POE, JR.

Additional Grantors on page #

GRANTEE(S)  
LILLIAN EVA POE

Additional Grantees on page #

LEGAL DESCRIPTION (abbreviated form: i.e., lot, block, plat or section, township, range, quarter/quarter)

Additional Legal is on page #

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional Parcel #'s on page #

The Auditor/Record 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 provided herein.

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Clark County, WA 03/20/2015 04:16

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**COMMUNITY PROPERTY AGREEMENT**

**OF**

**WILLIAM EARL POE, JR.**

**AND**

**LILLIAN EVA POE**

THIS AGREEMENT is made and executed in Vancouver, Washington, between WILLIAM EARL POE, JR., hereinafter referred to as Husband, and LILLIAN EVA POE, hereinafter referred to as Wife, both of whom are domiciled in the State of Washington, in consideration of their mutual agreements set forth herein.

**I**

All real property located in the State of Washington and all personal property wheresoever situated, both community and separate, now owned or hereafter acquired by husband and/or wife, or by either of them, shall be considered as and is declared to be community property regardless of the date and manner of acquiring, and all statements by

**COMMUNITY PROPERTY AGREEMENT - 1**

either party hereto respecting alleged separate property. The full intent and purpose of this instrument is to be construed by the court, our heirs, executors, and assigns and by all other persons whomsoever as a voluntary conveyance from one to the other and unitedly to the community of all our earthly possessions in such form and manner that the same shall be from this date the property of the marital community composed of ourselves as husband and wife.

## II

Being desirous that the described community property shall pass unto the survivor without delay or expense in case of the death of either of the parties hereto, if the husband dies and the wife survives him by thirty (30) days, all of the described community property shall vest in the wife. If the wife dies and the husband survives her by thirty (30) days, all of the described community property shall vest in the husband.

In the event the wife does not survive the husband by thirty (30) days, then this Agreement shall be void and of no effect in the transfer of any property between the parties, and the distribution of the property of the husband shall be governed by his Last Will and Testament or as otherwise provided by law.

In the event the husband does not survive the wife by thirty (30) days, then this Agreement shall be void and of no effect in the transfer of any property between the parties, and the distribution of the property of the wife shall be governed by her Last Will and Testament or as otherwise provided by Law.

**COMMUNITY PROPERTY AGREEMENT - 2**

### III

This Agreement, in whole or in part, may be revoked at any time by the parties hereto jointly signing and acknowledging such revocation in writing.

This Agreement in its entirety shall be automatically revoked if either party files a petition, complaint or other pleading for annulment, separation, dissolution or divorce.

### IV

If either party becomes incompetent, the other party shall have the power to terminate the provisions of Paragraph I & II and each party designates the other as attorney-in-fact to become effective upon such incompetency to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the incompetent spouse and to the guardians, if any, of the person and the estate of the incompetent person.

For the purpose of this Paragraph IV, a spouse shall be deemed incompetent 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.

### V

This Agreement shall not affect any power of appointment or power of attorney 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.

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VI

To the extent this Agreement is inconsistent with the provisions of any Community Property Agreement or other arrangement previously made by the parties in writing affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

DATED this 29<sup>th</sup> day of September, 2006.

William Earl Poe Jr.  
WILLIAM EARL POE, JR.

Lillian Eva Poe  
LILLIAN EVA POE

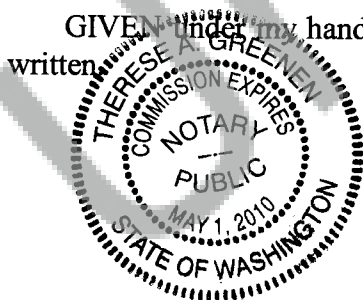
STATE OF WASHINGTON )

) ss.

County of Clark )

On this 29 day of September, 2006, before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM EARL POE, JR., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal hereto affixed this day and year hereinabove written.



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver  
My Commission Expires 5/1/10

STATE OF WASHINGTON )

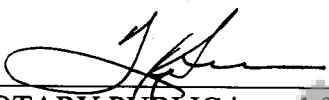
) ss.

County of Clark )

On this 29 day of September, 2006, before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared LILLIAN EVA POE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal hereto affixed this day and year hereinabove written.



  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver  
My Commission Expires 5/1/10