Skamania County, WA Total:\$106.50 CPA Pgs=4

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Request of: MR. & MRS. THOMAS VANCE

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DOCUMENT TITLE(S)			
COMMUNITY PROPERTY AGREEMENT			
REFERENCE NUMBER(S) of Documents assigned or released:			
C. I. Additional numbers on page			
[ ] Additional numbers on page of document.			
GRANTOR(S):			
Thomas R. Vance & Sharon K. Vance, Husband and Wife			
[ ] Additional names on page of document.			
GRANTEE(S):			
Thomas R. Vance & Sharon K. Vance, Husband and Wife			
[ ] Additional names on page of document.			
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat of Section, Township; Range, Quarter):  SKAMANIA COUNTY HEAL ESTATE EXCISE TAX			
NA			
[ ] Complete legal on page of document. JAN 1-1 2021			
TAX PARCEL NUMBER(S):			
12/4			
Section Land De motion			
SKAMANIA COUNTY TREASURER			
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.			

#### **COMMUNITY PROPERTY AGREEMENT**

This AGREEMENT is executed between THOMAS ROY VANCE, born January 19, 1961, and SHARON KAY VANCE (formerly known as SHARON K. PAVLISH; BRADSHAW), born March 10, 1955, husband and wife, residing in the state of Washington, and they hereby terminate, revoke and cancel for all purposes, effective the date indicated below, any and all Community Property Agreements previously executed by these parties.

# 1. **DECLARATIONS**

- 1.1 **Marital Status.** The parties hereto are husband and wife, lawfully married on September 21, 1996. As of the date indicated below, the parties are domiciled and residing in the state of Washington.
- 1.2 **Children.** The parties do not have any biological children. SHARON K. VANCE has one child from her prior marriage, namely ELIZABETH ANN BRADSHAW, born May 7, 1987.

#### 2. CONSIDERATION

FOR AND IN CONSIDERATION of the love and affection they each have for the other, and in consideration of the mutual assistance each will be to the other in the future, and for the consideration of the commingling of their joint efforts, income 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, their authorized representatives (see the "Effect of Incapacity" paragraph below) or by court order. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.
- 3.2 **Automatic Revocation.** Notwithstanding the foregoing, the provisions of the article herein entitled "Disposition of Community Property on Death" shall be automatically revoked upon the filing by either party of a petition for marital dissolution or legal separation.
- 3.3 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.

## 3.4 Effect of Incapacity

3.4.1 If prior to the death of either spouse an attorney-in-fact is authorized according to the terms of a Durable Power of Attorney to have all powers of an absolute owner over the assets and liabilities of a spouse who is incapacitated, the attorney-in-fact for such an incapacitated spouse may enter into an agreement with the competent spouse to modify or revoke this agreement without court approval. Furthermore, if both spouses are incapacitated, then the attorney(s)-in-fact for the incapacitated parties may enter into an agreement to modify or revoke this agreement.

3.4.2 If prior to the death of either spouse a legal guardian is appointed over the property of one of the spouses, 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. If the court approves the proposed modification or revocation, the guardian may execute such modification or revocation on behalf of the incapacitated spouse, in accordance with the order of the court.

#### 4. COMMUNITY PROPERTY

All property, real or personal, now owned, whether separate or community, is hereby conveyed and converted into community property and hereafter shall be deemed community property for all purposes under the laws of the state of Washington.

# 5. DISPOSITION OF COMMUNITY PROPERTY ON DEATH

The parties agree that upon the death of one party, all of their community property assets (excluding non-probate assets otherwise disposed of by contract or a valid beneficiary designation in favor of an individual or entity other than the deceased party's estate) shall be transferred to, and title shall be vested in the surviving spouse. The parties further agree that upon the simultaneous death of both parties, all of their community property assets shall be transferred to, and title shall be vested in their daughter, ELIZABETH ANN BRADSHAW.

## 6. ACKNOWLEDGEMENT OF JOINT REPRESENTATION

The parties acknowledge that JOSEPH BENJAMIN ANDERSON represents both of the parties as husband and wife and does not represent either party individually. This document has been prepared at their direction, and the parties have been advised that each party is entitled to obtain the advice of independent legal counsel prior to signing with respect to the legal consequences of signing this Agreement.

DATED this 5 day of Decom ber, 2020.

THOMAS R. VANCE

SHARON K VANCE

STATE OF WASHINGTON	)
	) ss.
County of Skamania	)

I certify that I know or have satisfactory evidence that THOMAS ROY VANCE and SHARON KAY VANCE, husband and wife, are the persons who appeared before me, and said persons acknowledged 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: December 5th

KRISTINA S ANDERSON Notary Public State of Washington Commission # 208734 My Comm. Expires Jul 15, 2023. Notary Public in and for the State of Washington,

residing at Skamania County.

My appointment expires: 07 15 2023