

103382

## SEPARATION AGREEMENT

This Agreement, made and executed in triplicate, this 19th day of June, 1987, by and between GRETCHEN LOUISE STEVENS, hereinafter referred to as Respondent, and WILLIS HENRY STEVENS, hereinafter referred to as Petitioner,

## WITNESSETH:

Whereas, the parties hereto were married in Stevenson, Skamania County, State of Washington, on July 9, 1951, and ever since have been and now are wife and husband; and

Whereas, differences have arisen between the parties as a result of which they have separated and are now living separate and apart and Petitioner intends to commence an action for dissolution of this marriage in the Superior Court of Skamania County, Washington; and

Whereas, the parties are now desirous of fully, finally and forever effecting a settlement and disposition of their property rights without the necessity of the intervention of the Court; and

Whereas, the parties particularly wish to ensure and protect the rights of the adult children of this marriage as heirs to the real property described herein, and

Now, Therefore, in consideration of the mutual promises, agreements and covenants contained herein, and in consideration of the desire of the parties to make an amicable settlement of their property rights, and in further consideration of the mutual benefits to be derived from this separation agreement, it is agreed that

1. The Respondent shall have as her sole and separate property, the following:

- a. A fee simple interest in real property located in Skamania County, Washington, more particularly described as:

11415

REAL ESTATE EXCISE TAX  
JUN 23 1987

PAID Exempt

Jim R. W. [Signature]  
SKAMANIA COUNTY TREASURER

Registered ✓  
Indexed ✓  
Indirect ✓  
Filed ✓  
Mailed ✓

Parcel 1

Tax Lot 2 of Lot 4 of Sec. 6, Twp. 3 N, Range 8 E.W.M., more particularly described as the N 25.53 acres of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section.

Except any question of survey as set forth in Paragraph No. 8 in Schedule "B" Puget Sound Title Company Report S-1021.

Parcel 2

The H.E. Survey No. 193, embracing a portion of, approximately, Section 31, Township 4 North, Range 8 E.W.M., more particularly described and bounded as follows:

Beginning at corner no. 1, from which the southeast corner to Section 36, Township 4 North, Range 7 $\frac{1}{2}$  E.W.M., bears north 03°01' east 7.81 chains distant; thence north 03°01' east 3.49 chains to corner no. 2; thence north 76°35' east 7.84 chains to corner no. 3; thence south 61°09' east 7.51 chains to corner no. 4; thence south 22°37' east 1.87 chains to corner no. 5; thence north 89°55' west 15.7 chains to corner no. 1, the place of beginning, containing 5.78 acres.

SUBJECT TO the acts and omissions of the grantees as purchasers under an executory contract dated June 1, 1951, pursuant to which this conveyance is made.

Parcel 3

Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section One (1), Township Three (3) North, Range Seven and one-half (7 $\frac{1}{2}$ ) East of the Willamette Meridian; thence East 1300 feet more or less to the East line of Lot Four (4) of Section Six (6), Township Three (3) North, Range Eight (8) East of the Willamette Meridian; thence South following the East line of the said Lot Four (4) a distance of 475 feet; thence West 1300 feet more or less to intersection with the East line of the said Section 1; thence North 475 feet more or less to the point

of beginning; said tract of land being located in Section Six (6), Township Three (3) North, Range Eight (8) East of the Willamette Meridian.

All that portion of the Northeast quarter of the Southeast quarter of the Northeast quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section One (1), Township Three (3) North, Range Seven and one-half (7 $\frac{1}{2}$ ) East of the Willamette Meridian lying Northerly and Easterly of the center of Wind River Highway as presently located and established.

SUBJECT TO that certain contract entered into between Hugh F. Hall and Sigrid D. Hall, as sellers, and William Richard Hughes and Lola Hughes, as purchasers, dated the 1st day of September, 1953, recorded September 14, 1953 in Book 37, page 109, Auditor's File No. 45985, records of Skamania County, Washington. The sellers interest in said contract has been assigned to Ralph A. Engel and Gertrude Frances Engel.

SUBJECT TO the life estate interest of the Petitioner as described herein.

- b. Household furnishings
- c. 1971 Chevrolet Nova automobile
- d. .22 caliber Rifle

2. The Petitioner shall have as his sole and separate property, the following:

- a. A life estate interest in real property located in Skamania County, Washington, more particularly described as:

Parcel 1

Tax Lot 2 of Lot 4 of Sec. 6, Twp. 3 N, Range 8 E.W.M., more particularly described as the N 25.53 acres of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section.

Except any question of survey as set forth in Paragraph No. 8 in Schedule "B" Puget Sound Title Company Report S-1021.

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SUBJECT TO the acts and omissions of the grantees as purchasers under an executory contract dated June 1, 1951, pursuant to which this conveyance is made.

Parcel 3

Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter (SE¼ NE¼) of Section One (1), Township Three (3) North, Range Seven and one-half (7½) East of the Willamette Meridian; thence East 1300 feet more or less to the East line of Lot Four (4) of Section Six (6), Township Three (3) North, Range Eight (8) East of the Willamette Meridian; thence South following the East line of the said Lot Four (4) a distance of 475 feet; thence West 1300 feet more or less to intersection with the East line of the said Section 1; thence North 475 feet more or less to the point of beginning; said tract of land being located in Section Six (6), Township Three (3) North, Range Eight (8) East of the Willamette Meridian.

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center of Wind River Highway as presently located and established.

SUBJECT TO that certain contract entered into between Hugh F. Hall and Sigrid D. Hall, as sellers, and William Richard Hughes and Lola Hugher, as purchasers, dated the 1st day of September, 1953, recorded September 14, 1953 in Book 37, page 109, Auditor's File No. 45985, records of Skamania County, Washington. The sellers interest in said contract has been assigned to Ralph A. Engel and Gertrude Frances Engel.

Said life estate interest shall be subject to Respondent's right to determine Petitioner's particular place of residence within the boundaries of the described property and Respondent's further exclusive right to the timber located on the described property.

- b. 1984 Ford pickup
- c. Tools located in garage and with Petitioner
- d. Guns

3. The parties agree that the Petitioner shall be responsible for timely payment of the real property taxes due on the real property described herein for the first half of each calendar year and the Respondent shall be responsible for timely payment of the real property taxes due on the real property described herein for the second half of each calendar year.

4. It is agreed that from and after the date of this agreement, any and all property acquired by either of the parties shall be her or his separate property and estate and the other shall have no interest therein. It is also agreed that from and after the date of this agreement, each party shall pay and be responsible for all indebtedness incurred by her or him.

5. It is agreed that each party hereto will equally share all attorney's fees and costs of suit incurred in maintaining the

action for dissolution of marriage and in the preparation of this Separation Agreement.

6. The parties agree that this division of property shall be final and binding and shall constitute a full and complete settlement of their property rights. If an action for dissolution of marriage is prosecuted to final judgment, it is agreed that neither party will claim, assert or demand of or against the other any relief different than is embodied in this agreement, and will not assert one as against the other any claim or demand inconsistent with or contrary to the terms hereof.

7. The parties are not contracting that either should obtain a decree dissolving their marriage but, if a decree is obtained appropriate provisions shall be embodied in it obligating the parties to carry out the terms of this agreement and to perform the same in accordance with the terms hereof.

8. It is understood and agreed that no inducements or promises, other than stated herein, have been made or extended from either party to the other which have induced the execution of this agreement, and that it embodies in its entirety the agreement between Petitioner and Respondent to the division of their property and property rights and that there is no other agreement existing between them with reference thereto.

9. It is understood and agreed that this separation agreement is final and binding whether or not a decree of dissolution of marriage is entered.

10. In the event any legal action or collection procedures are undertaken to enforce any of the terms and conditions of this agreement, the prevailing party shall be entitled to their reasonable attorneys fees and costs incurred therein.

In Witness Whereof, the parties have signed and received  
copies of this agreement on the day and year first above written.

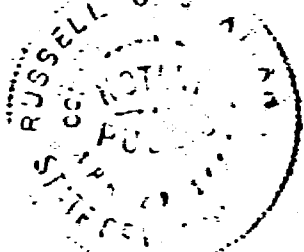
*Willis H. Stevens*  
WILLIS HENRY STEVENS

*Gretchen Louise Stevens*  
GRETCHEN LOUISE STEVENS

STATE OF WASHINGTON )  
County of Skamania ) ss

On this day personally appeared before me WILLIS HENRY STEVENS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19<sup>th</sup> day of June, 1987.



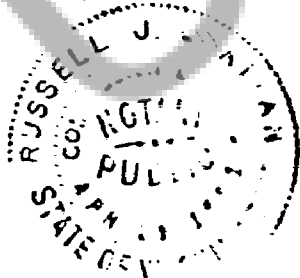
*Russell J. Stevens*  
Notary Public in and for the  
State of Washington, residing  
at *Wachport*.

My commission expires 4/24/91.

STATE OF WASHINGTON )  
County of Skamania ) ss

On this day personally appeared before me GRETCHEN LOUISE STEVENS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19<sup>th</sup> day of June, 1987.



*Russell J. Stevens*  
Notary Public in and for the  
State of Washington, residing  
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My commission expires 4/24/91.

FILED FOR RECORD  
BY *Gary H. Olson*  
JUN 23 3 55 PM '87  
GARY H. OLSON